M&T Bank
Understanding what's important®

Treasury Management Services Product Terms and Conditions Booklet

This Product Terms and Conditions booklet contains product information, disclosures, and terms and conditions applicable to our treasury management services. The Product Terms and Conditions are incorporated into the M&T Master Treasury Management Services Agreement ("**Master Agreement**") that you entered into with M&T for treasury management services. Capitalized terms applicable to a particular Service are defined in the Product Terms and Conditions for that Service. Capitalized terms not defined in the particular Product Terms and Conditions are defined in the Master Agreement or elsewhere as indicated.

Please carefully review these Product Terms and Conditions and keep a copy for your records. By using our treasury management services, you agree to be bound by these Product Terms and Conditions. If you require assistance in using any of our treasury management services, please contact M&T Bank's Commercial Service Team at 1-800-724-2240, Monday-Friday, 8am-6pm ET.

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Account Reconciliation Service

The Account Reconciliation Service ("**ARS**") offers the following options to help Client manage Account payment reconciliation: (a) Full Reconciliation; (b) Partial Reconciliation; and (c) Deposit Reconciliation.

Definitions

"**Check Issue File**" means an electronic file of all checks issued for an Account for a particular reconciliation period.

Terms and Conditions

1. **Full Reconciliation.** "Full Reconciliation" offers reporting of outstanding and paid checks during a reconciliation period. If Client elects this option, M&T must receive from Client a Check Issue File via Direct Transmission, Website, or other M&T-approved means at least one Business Day before the end of the related reconciliation period. Following receipt of the Check Issue File, M&T will provide a report for the related reconciliation period (or, if requested by Client, a file of

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data regarding checks paid, unpaid or stopped (**"Check Transmission File**")). If M&T does not timely receive the Check Issue File, M&T may, but is not obligated to, send to Client its relevant report(s) or Check Transmission File; provided, however, any reports, if sent, will be unreconciled. If Client wishes to send to M&T a Check Issue File using Direct Transmission, Client must designate a minimum of one and a maximum of 10 email addresses to which M&T will send automatic email confirmations containing the total number of checks and total dollar amount of checks ("**control totals**") in the Check Issue File. If there is any discrepancy between the control totals provided in the email confirmations and the information in the related Check Issue File, Client must promptly notify M&T's Account Reconciliation Customer Service of the discrepancy. M&T is not obligated to validate control totals or determine or notify Client if there are any discrepancies. Email confirmations are sent using secure email and require prior registration and a password to open and view the email. Client's designated email addresses must be able to access such secure emails.

2. **Partial Reconciliation.** "Partial Reconciliation" offers a listing of all checks paid during a reconciliation period. If Client elects this option, M&T will provide a report for the related reconciliation period (or, if requested by Client, a file of data regarding checks paid).

3. **Deposit Reconciliation.** "Deposit Reconciliation" permits customers with multiple locations to make deposits into a single Account while maintaining detailed records of each deposit location. If Client elects this option, Client must use pre-encoded deposit tickets when making check deposits. M&T will provide check deposit information by location and in the aggregate for the reconciliation period in a report, or, if Client elects "Location Capture," in Statement or via a Website.

4. **Reports.** The standard report packages for each of the options discussed above, as well as optional reports, are described in the User Guide. Electronic reports are generally provided as indicated below; paper reports are available upon request.

Options	Documents Provided	Standard Mailing Time	Priority Mailing Time
Full Reconciliation	ARS reports, checking account statements, cancelled checks	9 Business Days after M&T receives the last Check Issue File	5 Business Days after M&T receives the last Check Issue File
Partial Reconciliation	ARS reports, checking account statements, cancelled checks	6 Business Days after the end of the reconciliation period	4 Business Days after the end of the reconciliation period
Deposit Reconciliation	ARS reports, checking account statements	6 Business Days after the end of the reconciliation period	4 Business Days after the end of the reconciliation period

M&T shall use reasonable efforts to make available the information within the timeframes identified above.

Account Validation Service

The Account Validation Service ("AV Service") is a service that allows Client to validate their intended beneficiary's receiving account or "Target Account", before initiating a funds transfer such as an ACH, domestic wire, or Instant Payment. An Account Status inquiry can be submitted to confirm a beneficiary's Target Account is open and valid, or an Account Status and Ownership inquiry can be used to confirm the beneficiary's Target Account and validate the account name. The AV Service can validate information in respect of domestic accounts only. As a condition to providing the AV Service, Client must first qualify to participate in the National Shared Database by completing the Reseller Payment Participant Application (RPPA) and submitting it for approval by the National Shared Database Servicer. Client acknowledges that M&T has no control over the National Shared Database (NSD) Servicer's approval process.

As part of the NSD Servicer approval process, Client will be classified into one of five different categories, and the rules governing use of the AV Service which apply to members of each category vary. The five NSD classifications are: (a) Financial Institution (FI), (b) Financial Services Company (FSC), (c) Payment Processing Company (PPC), (d)Merchant(MERCH), and (e) Government Entity (GOVT) and its related classification – Government-Sponsored Enterprise (GSE).

Definitions

Capitalized terms not defined in these T&C or the Master Agreement are defined in the NSD Operating Rules.

"**Account Owner Authentication**" or "**AOA**" means an Inquiry will generate Response Data based on an identity-to-account matching validating a Target Account's owner or authorized user based on account owner data contributed to the NSD.

"**Account Owner Elements**" or "**AOE**" means an Inquiry will generate Response Data validating a Target Account's owner, authorized users and the address associated with the Target Account based on account data contributed to the NSD.

"**Client Data**" means the prescribed data (as described in the NSD Operating Rules) Contributors are required to contribute to the NSD Servicer.

"**Contribute**" or "**Contribution**" means the transmittal of Client Data to the NSD Servicer by Client either directly to the NSD Servicer or in-directly through M&T.

"**Contributor**" means an entity that is required under the NSD Rules to transmit certain specific data elements to the NSD Servicer.

"**Documentation**" means the Agreement, any agreement between the NSD Servicer and M&T and any other documentation required or disseminated by M&T in connection with the Account Validation Service.

"Financial Institution or "FI" means an insured retail or commercial bank or credit union, chartered under the laws of the United States or any State or the Territories, engaged in business of receiving deposits, managing withdrawals, and making loans.

"Financial Services Company or "FSC" means an entity that offers one or more of the following financial services or products and are subject to regulation and supervision by applicable federal or state authorities of the US or Territories: lending, insurance or broker-dealer.

"Government Entity or "Govt" means a local, state, and federal government agency of the United States or the Territories and their contractors; or a Government-Sponsored Enterprise.

"**Government-Sponsored Enterprise**" or "**GSE**" means a privately held corporation with public purposes created by the U.S. Congress to reduce the cost of capital for certain borrowing sectors of the economy. Members of these sectors include students, farmers, and homeowners. Examples of GSEs include Federal Home Loan Bank, Federal National Mortgage Association (Fannie Mae), Federal Home Loan Mortgage Corporation (Freddie Mac), Federal Farm Credit Bank and the Resolution

Funding Corporation.

"**Inquiry**" and "**Inquiries**" means each and all requests for Response Data from the NSD by Client.

"**Inquiry Data**" means the information contained in an Inquiry. The required Inquiry Data can vary depending on the type of Inquiry and the NSD Operating Rules.

"**Inquiry File**" means a file containing Inquiry Data in respect of the Inquiries Client wishes to make, submitted to M&T for submission to the NSD Servicer or directly to the NSD Servicer.

"**Item**" means either: (a) a physical check; (b) an image replacement document (IRD); (c) MICR line information; (d) an automated clearinghouse entry; or (e) an item as defined in the Uniform Commercial Code.

"**Item Level Data**" means information about a Target Account with a Contributor relating to Return Item Data and/or Stop Pay Data.

"Merchant or "Merch" means an entity (including a nonprofit organization) that accepts Items as payment from or remits Items as payment to consumers or entities in connection with the sale of goods or services offered or provided by such entity.

"**National Shared Database**" or "**NSD**" means the collection of data maintained by the NSD Servicer in one or more databases.

"**Non-Client Data**" means information about a Contributor's experience with a Target Account, other than a Target Account with a Contributor, consisting of Transit Data and Return Item Data.

"**NSD Operating Rules**" means the applicable rules and procedures that govern participation in, and use of the National Shared Database and the services covered thereby, as amended from time to time.

"**NSD Servicer**" means entity that manages and maintains the NSD.

"**Participant**" means an entity that participates in the NSD.

"Payment Processing Company or "PPC" means an entity that uses the AV Services in connection with providing one or more of the following payment processing services to Financial Institutions, Financial Services Companies, Merchants, or Government Entities: check acceptance and guarantee, check collection, remittance processing, check printing, bill payment, payroll, acquirer processing, disbursements.

"**Reseller Payment Participant Application or RPPA**" means a non-negotiable form agreement between the Client and M&T Bank as the Reseller and the NSD Servicer. The RPPA will be submitted to NSD Servicer to certify and approve or deny access to the NSD. The RPPA must be completed in its entirety to determine the Client Characteristics, Client Category, Use Case(s) and the method by which Client will connect and store information from the NSD Servicer.

"**Response Data**" means information transmitted by M&T or the NSD Servicer to Client in response to an Inquiry by Client.

"**Return Item Data**" means information, in the form of a code, relating to an outgoing or incoming Item that is returned or as to which notice of nonpayment is provided.

"**Scored Account Data**" means information relating to a Target Account, based upon Non-Client Data, in the form of a code.

"**Stop Pay Data**" means information about a Target Account with a Contributor relating to stop pay instructions on an Item or range of Items associated with the Target Account.

"**Target Account**" means an account which is the subject of an Inquiry; a Target Account is an account as defined by the Board of Governors of the Federal Reserve

System in Regulation CC, 12 C.F.R. § 229.2(a), and may also include: a savings account, a money market account, a credit account, or a brokerage account held by a consumer or a company at a FI or FSC or other business relationship currently existing or pending between a FSC and a consumer or a company.

"**Target Account Owner Elements Data**" or "**AOE Data**" means information about a Target Account and Status Data and the related Target account owner(s) consisting of one or more of the types of information as set forth in these AV Service terms or the NSD Rules as applicable to Client.

"**Target Account Status Data**" means information relating to the status of a Target Account with a Contributor in the form of a code to validate if the Target Account is open and valid.

"**Transit Data**" means information identifying an Item by routing and Target Account number relating to a Target Account that is maintained by a Contributor.

"**Technical Integrator**" means a commercial data processing or data transmission service organization that has been designated by a Participant to act on its behalf as an agent in: (a) the transmittal of Contributed Data to the National Shared Database; (b) the transmittal of Inquiries to the National Shared Database; and/or (c) the receipt of Response Data from the National Shared Database. Formerly known as Processor.

"**Use Case**" means how information can be used in a specific way or manner or to achieve a specific purpose. Client may be restricted to certain Use Cases based on its NSD classification category. . The Use Cases can be found in Table 1.3 of the NSD Operating Rules and are the sole and exclusive Use Cases of Contributed Data; any use of Contributed Data not expressly listed as a Use Case in the NDS Operating Rules is not permitted. A listing of Authorized Use Cases can also be found on the RPPA. A description of Use Cases 1-6 is below:

i. UC-1 – Determine whether to accept an Item for payment, initiate an Item for payment or enroll an Account for the purpose of accepting or initiating Items for payment in the future.

ii. UC-2 – Determine whether to accept an Item for payment, initiate an Item for payment or enroll an Account for the purpose of accepting or initiating Items for payment in the future in connection with goods or services offered or provided by the Participant.

iii. UC-3 – As a factor in verifying or guaranteeing an Item.

iv. UC-4 – Determine whether to delay or restrict the open to buy decision.

v. UC-5 – Validate that (1) the Consumer is an authorized accountholder, user or signatory of the Account, or (2) the Company name is associated with the Account.

vi. UC-6 – Validate the status of an Account in determining whether to process a check order.

"**Verify Payment**" means an Inquiry which provides Target Account transaction history and other information about the Target Account, such as stop payment or returned Items.

General Terms and Conditions Governing the AV Service

Overview of the National Shared Database. The NSD is a database managed and maintained by the NSD Servicer containing information primarily about bank accounts, but other types of accounts as well and account transaction history. By means of submitting an Inquiry to the NSD, information can be obtained that can help to reduce fraud. M&T offers clients the ability to submit Verify Payment w AOA Inquiries, also known as Payment Check (or Real Time Payment Check) which allows Client to receive Response Data about the Target Account's status and risk scores in real-time to assist in assessing return risk and confirming Target Account ownership and/or authorized user(s) based on the data Contributors have provided to the NSD. For example, Client could make a Verify Payment Inquiry to validate the Target Account: (a) number appearing on a check and other item before accepting it for payment or clearing (b) owner or authorized user(s) of the Target Account before submitting ACH Entries or payment orders such as wires to M&T for processing.

Submitting Inquiries to M&T. Client can make an Inquiry by entering Routing and Target Account Number information and Target Account Ownership information via Treasury Center or by uploading an Inquiry File to M&T containing Inquiry Data regarding Items, ACH Debit Entries and Credit Entries including the transit routing and account number of checks or other items, Debit Entries and Credit Entries. If the Inquiry Data provided by Client is incomplete, an error code will be generated.

Submission of Inquires to NSD. Upon receipt of an Inquiry File from Client, M&T will review the Inquiry Data contained therein and, if all Inquiry Data is present, M&T will submit the Inquiry Data to the NSD Servicer for processing.

Client Report. After NSD has processed Client's Inquiry(ies) and provided Response Data back to M&T, M&T will use such Response Data to produce a report and transmit the Client Report to Client via a direct file data transmission, or by making the Client Report available within Treasury Center. For each Item, Debit Entry, or Credit Entry that is the subject of a Verify Payment Inquiry, the Client Report will indicate whether the: (i) Target Account number is a valid checking account included in the NSD, (ii) Target Account number is not located on the NSD or is not related to a demand deposit account, (iii) Target Account number has history of return Items, and/or (iv) Target Account number is not a valid account included in the NSD, by means of a "no response" designation.

Client Decisioning. Upon receipt of a Client Report, Client will have additional information to assist it in deciding whether to accept Items as payment or submit ACH Debit Entries and Credit Entries to M&T for origination.

SIG Questionnaire. As a condition precedent to receipt of AV Services, Client shall complete and deliver to M&T (and M&T may share with the NSD Servicer) Client's Assessment Significant Information Gathering (SIG) Questionnaire. M&T shall have the right to audit Client to confirm the accuracy of information appearing in Client's SIG Questionnaire or request Client provide to M&T a copy of its most recent third party data processing audit or review (e.g., SOC2-Type II, ISAE 3402, SSAE 16 or equivalent based upon American Institute of Certified Public Accountants (AICPA) standards, Acceptable Use Procedures (AUP), etc.) as conducted by its external auditors related to the A V Service.

1. **Audit Rights.** M&T and the NSD Servicer shall have the right to audit Client's relevant processes and procedures to verify Client's compliance with the terms of these AV Service terms and/or the NSD Operating Rules.
2. **Clients' Security Program.** As each Client Report contains sensitive and confidential information, Client agrees to maintain a written information security program that contains administrative, technical and physical safeguards designed to: (a) ensure the security and confidentiality of personally identifiable data; (b) protect against any anticipated threats or hazards to the security or integrity of personally identifiable data; (c) protect against unauthorized access to or use of Response Data that could result in substantial harm or inconvenience to any customer or Client; (d) limit access, use and disclosure of Response Data as expressly permitted by these T&C; (e) ensure the proper disposal of Response Data, (f) ensure the encryption of Response Data at rest using a current industry acceptable encryption method (e.g., AES-256 or stronger encryption); and (g) comply with applicable law. Client's information security program must be designed to: (i) meet the objectives of the Interagency Guidelines Establishing Information Security Standards promulgated by the federal banking agencies as amended from time to time, and (ii) include control objectives that meet applicable industry standards such as ISO 27002, FFIEC, OCC, PCI, or NIST. Client will promptly notify M&T of any material modification to Client's information security program but only as it relates to the protection of Response Data.

Breach in Security. In the event of a breach in security resulting in actual or suspected loss of or unauthorized access to Response Data, Client shall: (a) immediately notify M&T; (b) conduct a forensics examination to determine to what extent Response Data was compromised; (c) provide to M&T, in writing, details concerning the breach, including: (i) nature and impact of the breach, (ii) assessment of immediate risk due to the breach, (iii) corrective actions already taken, and (iv) corrective actions to be taken; (d) cooperate with M&T and the NSD Servicer and any affected inquirers, contributors, regulators or law enforcement to assist in regaining possession of the Response Data and in preventing its further unauthorized use and to notify affected consumers if required by applicable law; and (e) take measures to restore and enhance its security policies and procedures to avoid further breaches.

No Criminal Access. Client shall not knowingly permit any of its directors, officers, employees, contractors, subcontractors, attorneys, auditors and accountants, to utilize the AV Service or any Client Report containing Response Data if the person has been convicted of a crime in connection with: (a) a dishonest act, breach of trust, or money laundering, or has agreed to enter into a pretrial diversion or similar program in connection with a prosecution for such offense, as described in Section 19 of the Federal Deposit Insurance Act, 12 U.S.C. § 1829(a); or (b) a felony.

Use of Response Data. Client shall not merge, aggregate or compile Response Data into any other database for use in connection with future Inquiries. Client shall not sell, sublicense, transfer or otherwise provide the Response Data to any other entity, person or organization, except in the case of a Technical Integrator as permitted by these T&C. Client agrees that the Response Data is time sensitive and shall only be used in connection with the specific Inquiry for which it was requested. If the Client uses Response Data to take adverse action against the consumer about whom the Response Data relates, the Client agrees to refer such consumer to the NSD Servicer for handling disputes concerning the completeness or accuracy of any item of information contained within the Response Data.

Suspension of Service. M&T or the NSD Servicer may suspend the AV Service upon notice to Client if Client does not comply with the requirements of these T&C or M&T or the NSD Servicer is unable to verify Client's compliance with the requirements of these T&C to M&T's and the NSD Servicer's reasonable satisfaction.

Third-Party Beneficiary. The NSD Servicer is a third-party beneficiary of the terms governing the provision of the AV Service and the NSD Servicer retains the right to enforce the terms of the AV Service terms against Client. Notwithstanding the forgoing, the NSD Servicer shall have no liability arising out of the terms governing the AV Service, including, without limitation, any duties, or obligations (contractual, at law or otherwise) owed by M&T to Client or by Client to M&T under the terms governing the AV Service.

Client ID. M&T will assign Client a unique identification number ("**Client ID**"). Additionally, if Inquiries are transmitted for multiple divisions or affiliates of Client,

Client will assign each such division and/or affiliate a unique Client ID, and that unique Client ID must appear in the Inquiry file for all Inquiries transmitted for such unique Client ID. Client shall not use any Client ID in any Inquiry that is made for a customer, any of its divisions or its affiliates, other than the customer, applicable division, or affiliate for which such Client ID is assigned. M&T or the NSD Servicer will define how the various Client ID fields within the Inquiry file are required to be populated during the AV Service implementation phase.

NSD Operating Rules. Client agrees to be bound by those provisions of the NSD Operating Rules applicable to Client's use of the AV Service. Client agrees that any conflict between any of these AV Service terms and the NSD Operating Rules will be resolved in favor of, and governed by, the NSD Operating Rules.

Additional Terms if Client is for a Technical Integrator

Transmission by Technical Integrator. References in the following paragraphs to "**Technical Integrator**" refer to Client acting in its capacity as a Technical Integrator. Technical Integrator shall transmit to its customers only a translated decision such as an "accept" or "decline" decision and shall not transmit to its customers Response Data unchanged.

Technical Integrator shall prohibit customers that receive a response that comprises or is derived from, in whole or in part, Response Data, from selling, reselling, sublicensing, or otherwise transferring any part of such response to any other person or entity, unless approved in writing by M&T or the NSD Servicer.

Notice of Investigation. If Technical Integrator receives notice, from any source, that: (a) a customer that receives any response that comprises or is derived from, in whole or in part, Response Data; (b) any individual or entity that holds a controlling interest in such customer; (c) any member of the customer's board of directors or equivalent governing body; (d) any officer or manager of such customer; or (e) any other employee that has access to Response Data or has decision-making authority on how the AV Service is used or marketed (each of the foregoing, a "**Regulated Party**"), is the subject of an investigation or other action by any Federal, state or local governmental, administrative or regulatory body, Technical Integrator will immediately notify M&T of such investigation or other action. M&T or the NSD Servicer, in their discretion, may require that Technical Integrator cease providing responses comprised in whole or in part of Response Data to that customer. Not more than five (5) days following Technical Integrators receipt of M&T's or the NSD Servicer's notification to cease providing such responses to the customer, Technical Integrator will provide M&T and/or the NSD Servicer written certification that it: (a) has ceased providing, (b) does not currently provide, and (c) will not provide in the future, responses comprised, in whole or in part, of Response Data to the customer that is subject to, or is controlled by a Regulated Party that is subject to, the investigation or action.

Vetting Requirements. Technical Integrator will establish and maintain procedures for assessing its customers that receive any response that comprises or is derived from, in whole or in part, Response Data. Such procedures shall meet or exceed the Minimum Requirements for Customer Vetting which may be modified by M&T or its Servicer upon notice to Technical Integrator (the "**Vetting Requirements**"). In addition to any other audit rights of M&T or its Servicer described in the Agreement and these T&C and, M&T and its Servicer shall have the right, once per calendar year, to review

Technical Integrator's vetting procedures and evidence of such customer assessments completed by Technical Integrator. In addition to the foregoing review rights, Technical Integrator agrees that if M&T or its Servicer reasonably believes that Technical Integrator is not complying with the Vetting Requirements, M&T and its Servicer shall have the right to inspect and audit Technical Integrator's records and procedures related to Technical Integrator's obligations under this paragraph during normal working hours, and in a manner as to minimize interference with Technical Integrator's normal business activities.

Permitted Use Cases of the AV Service.

Client acknowledges that its ability to use information for different Use Cases will be based on Client's NSD classification category. Client agrees that the Use Cases set out in Table 1.3 of the NSD Operating Rules are the sole and exclusive Use Cases of Contributed Data; any use of Contributed Data not expressly listed as a Use Case is not permitted.

Client agrees that it shall use the AV Service and Response Data subject to the terms and conditions of the Documentation, and based on its Participant Category, solely for Client's permitted Use Cases as set out below:

Participant Category	Permitted Use Cases
Financial Institution (FI)	UC-1, UC, 3, UC-4, UC-5 or UC-6
Financial Services Company (FSC)	UC-1, UC, 3, UC-4, UC-5 or UC-6
Payment Processing Company (PPC)	UC-1, UC, 3, UC-4, UC-5 or UC-6
Merchant (MERCH)	UC-2 or UC-5
Government (GOVT) Government-Sponsored Enterprise (GSE)	UC-1 or UC-5

Restrictions on Use of Target Account Status Data. Client shall not refuse or decline an Item based solely on the following Response Data: No Information; No Known Information; Not Located; Non-DDA; Broker Check; Credit Card Check; Home Equity Check; or Line of Credit Check.

Client hereby authorizes the NSD Servicer to use Inquiry Data and Client Data (if Client Data is required to be contributed by Client), for the purpose of: (a) providing the Account Validation Service; (b) preparing statistical reports and conducting data analytics, parsing routines, data modeling, and other analyses to test and evaluate the NSD Servicer's services; (c) developing and providing new services or enhancements to the existing NSD Servicer's services; (d) developing and providing services to third parties engaged in the business of offering identity theft protection services to consumers, provided that no personally identifiable information shall be returned to any such third parties, and; (e) retention as required by Applicable Law and as necessary for reasonable record keeping purposes pursuant to the NSD Servicer's record retention policies.

Client hereby authorizes the NSD Servicer to use Inquiry Data for the purpose of: (a) providing the Account Validation Service, and (b) retention as required by Applicable Law and as necessary for reasonable record keeping purposes pursuant to the NSD Servicer's record retention policies.

PERMITTED USES OF RESPONSE DATA

Client agrees that the Account Verification Service will provide Response Data only to be used to verify that the recipient or the initiator of a payment, as the case may be, is the owner of the Target Account which the payment is being deposited into or is being drawn from, as the case may be, and to confirm whether that the Target Account is open or closed.

Client acknowledges and agrees that the Account Verification Service is not a "consumer report" as defined in 15 U.S.C. §1681a(d) of the Fair Credit Reporting Act ("FCRA") (15 U.S.C. 1681 et seq.) and is not provided to be used, and shall not be used, as a factor in determining a consumer's eligibility for any purpose covered by the FCRA.

OTHER OBLIGATIONS FOR ACCOUNT VERIFICATION SERVICE.

If Client is classified as an FSC, Client shall be bound to those NSD Operating Rules as applicable to the AV Service including but not limited to those Authorized Uses of the AV Service as that term is defined in the NSD Rules. The NSD Servicer shall have the right, during normal business hours, and not more than once per calendar year, and upon reasonable advance notice, to conduct an online virtual review with Client only to verify Client's compliance with the terms of the Documentation and the NSD Rules applicable to Client.

Upon request by Client, and via access to an online portal, the NSD Servicer shall provide to Client a copy of its most recent Annual Risk Reports (ARR). If, in addition to the information provided by the NSD Servicer as described, if Client is classified as an FSC and Client requires to conduct an onsite audit of the NSD Servicer's information security program outside of the NSD Servicer's regularly scheduled consolidated on-site audit periods (which are free to Client), then a daily fee shall be assessed to Client for the on-site audit. Any on-site audits (i.e., outside of the regularly scheduled consolidated on-site audit periods) shall not begin until the daily fee for each, as applicable, has been agreed upon by the parties. Fees related to these on-site audits will be billed to Client separately from fees for the Account Validation Service. However, any on-site audit that is triggered by a regulatory agency order or a court order will not result in a daily fee as set forth herein.

If, in addition to the information provided by the NSD Servicer as described above, Client requires that the NSD Servicer complete a questionnaire regarding the NSD Servicer's information security program, then a standard fee shall be assessed to Client for the questionnaire, as established by the NSD Servicer. Any completion of a questionnaire in this instance shall not begin until the fee has been paid by Client. Fees related to the completion of questionnaires by the NSD Servicer will be billed to Client separately from fees for the Account Validation Service.

The NSD Servicer may suspend the Account Validation Service for Client, upon written notice to M&T, if Client does not comply with the applicable requirements of the Documentation or the NSD Operating Rules as applicable to Client or if the NSD Servicer is unable to verify Client's compliance with the applicable requirements of the Documentation or the NSD Operating Rules.

Client acknowledges and agrees that the NSD Servicer is a third-party beneficiary of the Documentation, and the NSD Operating Rules as they are applicable to Client and the NSD Servicer retains the right to enforce the terms of Documentation, including the NSD Operating Rules against Client as they are applicable to Client.

Client agrees that Response Data is time-sensitive and only intended to be used in connection with the specific Inquiry for which it was requested.

Client further agrees that the NSD Servicer shall have no liability arising out of any Documentation between M&T and Client, including, without limitation, any duties, or obligations (contractual, at law or otherwise) owed by M&T to Client or by Client to M&T under the Documentation.

ACH Origination Service

The ACH Origination Service allows Client to originate Entries to and from its Account. Client may use a Servicer with this Service.

Definitions

Capitalized terms not defined in these T&C or the Master Agreement are defined in the ACH Rules.

"**ACH Operator**" means a Federal Reserve Bank or private company that accepts Files from ODFIs, sorts and distributes Files to RDFIs or Gateway Operators, and effects settlement among the financial institutions that are parties to ACH transactions.

"**Book Transfer**" means any electronic funds transfer made through M&T's ACH system between Accounts.

"**Credit Entry**" means any credit Entry originated by Client to debit funds from an Account.

"**Consolidated Payables File**" means a file submitted via Direct Transmission in connection with the Consolidated Payables Service that may include ACH, wire, automated check payments, Positive Pay/Payee Positive Pay, and commercial card transactions.

"**Control Totals**" means the total dollar amounts of Credit Entries and Debit Entries contained in each File delivered to M&T.

"**Debit Entry**" means any debit Entry originated by Client to credit funds to an Account.

"**Effective Entry Date**" means the date on which settlement of an Entry is scheduled to occur.

"**Entry**" means an electronic payment or non-monetary message processed through the ACH network or M&T's ACH system.

"**Entry Data**" means the information provided by Client with an Entry.

"**File**" means any file containing one or more Entries and related Entry Data.

"**Gateway Operator**" means an ACH Operator or a Participating Depository Financial Institution that acts as an entry point to or exit point from the U.S. for ACH transactions.

"**IAT Entry**" or "**IAT**" means an Entry that is part of an international payment transaction involving the account of a receiver located outside the territorial jurisdiction of the U.S.

"**Integrated Payables File**" means a file submitted via Direct Transmission in connection with the Integrated Payables Service that may include ACH, wire, automated check payments, Positive Pay/Payee Positive Pay, and commercial card transactions.

"**On-Us Entry**" means an Entry received from or on behalf of Client for credit to an account at M&T, excluding accounts held in a foreign country.

"**Payment Order**" for the purposes of these T&C means an Instruction to initiate a Funds Transfer through the ACH network.

"**Same Day Entry**" means, as applicable, a Credit Entry or Debit Entry that has a Same Day Indicator or is received by M&T on the same Business Day as its Effective Entry Date; provided that IAT Entries and Entries exceeding an amount established by M&T or Nacha cannot be Same Day Entries.

"**SEC Codes**" means the Standard Entry Class Codes created by Nacha and used to describe types of Entries.

"**Settlement**" means the actual transfer of value of funds between financial institutions in connection with Entries.

"**Settlement Date**" means the date a Settlement occurs.

Terms and Conditions

1. **Authorization.** Client will give M&T Instructions regarding Entries in accordance with these T&C and authorizes M&T to:

   (a) transmit and settle Entries;

   (b) credit or debit Accounts for Entries that are received or transmitted by M&T; and

   (c) act as an ODFI or RDFI for Entries M&T processes for Client through the ACH network.

2. **ACH Rules.** Client will comply with the ACH Rules as modified by these T&C, and will ensure that:

   (a) its return rates for Entries are below the rates required by the ACH Rules or M&T;

   (b) the quality of Entries is sufficiently high to minimize the return of Entries; and

   (c) it takes the corrective action set forth in any Notification of Change ("**NOC**") request that Client receives in connection with an Entry.

3. **Entry Data.** Client will provide Files:

   (a) (i) for Same Day Entries, no later than the applicable cut-off time on the Effective Entry Date, and (ii) for all other Entries, at least one Business Day prior to the Effective Entry Date; and

   (b) that conform to M&T's requirements and the ACH Rules.

   Non-conforming Entry Data or Entries are likely to cause delay or misdirection of payments.

4. **Processing and Transmittal of Entries.**

   (a) Processing of Entries.

   M&T will use reasonable efforts to process and transmit all Entries in a timely manner. However, special review procedures may be required in connection with certain Entries, including scanning of Entries prior to processing as required by Law (e.g., OFAC rules). Completion of these procedures may delay the processing and transmittal of Entries or the availability of funds deposited into Accounts.

   (b) Transmittal of Entries.

   (i) Same Day Entries. M&T will use reasonable efforts to transmit Same Day Entries to the ACH Operator on the Business Day of receipt, provided: (A) Client has complied with the Same Day Entry requirements set forth in these T&C; (B) Same Day Entries are received by 3:30 p.m. ET on such Business Day (or such other time designated by M&T); and (C) the ACH Operator is open on the Business Day of receipt of the Entries by M&T.

   (ii) All Other Entries. For all Entries other than Same Day Entries, M&T will use reasonable efforts to transmit such Entries to the ACH Operator prior to the Effective Entry Date in the related File, provided: (A) Entries are received by 8:00 p.m. ET on a Business Day (or such other time designated by M&T); (B) the Effective Entry Date is at least one Business Day after the Business Day of receipt of such File; and (C) the ACH Operator is open on the Effective Entry Date.

   (iii) For purposes of this Section, Entries are deemed received by M&T when the transmission in compliance with these T&C is completed. If any Entry is not timely submitted to M&T, M&T will use reasonable efforts to transmit such Entry to the ACH Operator by M&T's next processing deadline. Once an Entry is accepted by the ACH Operator, it is the receiving bank's responsibility to debit or credit the funds, because M&T will no longer have control over the funds.

5. **Settlement of Credit Entries.**

   (a) M&T may debit the Account at any time on the Settlement Date for the amount of a Credit Entry. M&T is not obligated to transmit any Credit Entry if the Account lacks sufficient available funds or check the Account to determine if there are sufficient available funds. If M&T elects to transmit the Credit Entry despite insufficient available funds in the Account, overdraft fees will apply.

   (b) M&T may require Client to prefund its Account to ensure that it contains sufficient available funds to cover the full amount of Credit Entries prior to the time M&T receives Instructions to initiate those Entries on Client's behalf. If there are sufficient available funds, M&T will place a hold on such funds and process the Entries in accordance with these T&C. If there are insufficient available funds, M&T may check again before the end of the second Business Day after the Effective Entry Date and process the Entries if there are then sufficient available funds. If there are insufficient available funds as of the end of the second Business Day after the Effective Entry Date, M&T will not process the Entries unless Client resubmits them.

   (c) Credit given by an RDFI to the Receiver for a Credit Entry is provisional until the RDFI has received final settlement through a Federal Reserve Bank or otherwise has received payment as provided for in Section 4A-403(a) of UCC-4A. If the RDFI does not receive such payment for the Entry, the RDFI is entitled to a refund from the Receiver in the amount of the credit to the Receiver's account, and Client will not be considered to have paid the amount of the Credit Entry to the Receiver.

6. **Provisional Credit for Debit Entries.** M&T will provisionally credit the Account with the amount of each Debit Entry and make such funds available for withdrawal in accordance with the ACH Rules and the Agreement, subject to the retainage percentage described in these T&C and M&T's right to recover the amount of any returned, reversed, or reclaimed Entries. M&T is not obligated to notify Client of any such Entries. Because such Entries are provisional, they are not effective as final payments unless M&T receives final settlement. If, after M&T has credited an Account for any such funds, a Debit Entry is returned to M&T by an RDFI: (a) M&T will reverse the credit of funds to the Account; or (b) if the Account has insufficient available funds, Client shall immediately reimburse M&T for the full amount of such Entry.

7. **Retainage/Availability for Debit Entries.**

   (a) For three Business Days after the Settlement Date of Debit Entries, M&T may:

   (i) place a hold on the Account in an amount equal to (A) the aggregate amount of such Debit Entries in the File, multiplied by (B) an M&T established retainage percentage; or

   (ii) delay the availability of funds from such Debit Entries by making available an M&T established percentage of such funds each day during the three-day period, such that all of the funds are made available to Client by the end of such period.

Without Notice, M&T may change the retainage or availability percentages.

(b) If Debit Entries are returned by RDFIs at a rate M&T deems excessive, M&T may restrict the withdrawal of funds from the Account, in whole or in part, for up to 120 days to cover any additional reimbursement claims for returned Debit Entries.

8. **Rejection of Entries by M&T.** M&T may reject any Payment Order for the reasons set forth in these T&C and the Master Agreement, including if:

(a) it has failed to pass the special review procedures in these T&C;

(b) the Effective Entry Date is more than 10 Business Days after the Business Day on which M&T receives the related File;

(c) the Effective Entry Date is prior to the Business Day M&T receives the related File;

(d) the Effective Entry Date is on the Business Day M&T receives the related File, unless Client complies with the Same Day Entry requirements in these T&C; and

(e) any information in the related File does not correspond with the Entry Data in that File or the Control Totals provided by Client (in which case M&T may, but is not obligated to, reject or correct the File or Entries within the File).

9. **Request to Cancel or Amend Entries; Recovery.** If Client requests cancellation or amendment of an Entry or Entry Data after it has been received by M&T, M&T may, but is not obligated to, assist Client (at Client's cost) to attempt to cancel or amend the Entry or Entry Data prior to transmitting it to the ACH Operator (or for an On-Us Entry, prior to crediting or debiting a receiver's account), but this may not be possible and may require the consent of third parties. Except as required by the ACH Rules, M&T is not obligated to assist Client in the recovery of erroneous Entries.

10. **Returns, Rejections, and NOCs.** Except as required by the ACH Rules, M&T is not obligated to notify Client of returns or rejections of Entries or receipt of NOCs. If the ACH Rules require such notification, M&T will use reasonable efforts to notify Client within the time limits in the ACH Rules, or otherwise within a reasonable time. For IAT Entries: (a) notification time limits are determined by the Laws of the foreign country to which the IAT Entries were originated and may exceed the time limits in the ACH Rules; and (b) the ACH Rules governing NOCs apply only to the extent that the NOC process is supported by the Laws of the foreign receiving country. M&T is not obligated to retransmit a returned Entry, but may do so within the time limits set forth in the ACH Rules if Client timely makes all needed corrections and the re-transmittal is permitted under the ACH Rules.

11. **Reversal of Entries.** M&T will use reasonable efforts to reverse any erroneous or duplicative Entry in accordance with the ACH Rules, provided that Client has: **(a)** request such reversal via M&T's required form or sent the reversal in the same manner that it transmitted the Entry; and (b) repaid M&T the amount of any provisional credit for such Entry. However, IAT Entries cannot be reversed. M&T is not obligated to retransmit a reversed Entry, but Client may submit a new Entry.

12. **Return Entry Fees and Fines for ACH Rules Violations.** Client will promptly reimburse M&T, or M&T may charge the Account, for fines or fees assessed against M&T by Nacha in connection with: (a) a returned Entry; and (b) an ACH Rules violation attributable to any act or omission by Client that is or results in a breach of the ACH Rules, the Master Agreement, these T&C, or M&T's requirements or specifications.

13. **Same Day Entries.**

(a) Website. If Client elects to transmit Same Day Entries via a Website, Client must select the option for same day ACH processing by checking the box within the ACH Payment screen for each related File or the submitted Entries will not be processed as Same Day Entries.

(b) Direct Transmission. If Client elects to transmit Same Day Entries via Direct Transmission, Client must: (i) designate on the Client Election Form one of the following fields appearing in the "Batch Header Record" of a File as the field that will be used by Client, and relied upon by M&T, to identify an Entry as a Same Day Entry: (A) Effective Entry Date (which must coincide with the date of Client's transmission of the File containing the Entry to M&T), or (B) Same Day Indicator; and (ii) comply with the formatting and Entry specifications in the ACH Rules and User Guides related to such identification. If Client selects the Same Day Indicator to be used to identify an Entry as a Same Day Entry, M&T may rely solely on the Same Day Indicator, rather than the Effective Entry Date, to determine whether the Entry is intended by Client to be a Same Day Entry.

(c) Upon Client's request, M&T may, but is not obligated to, permit Client to originate Same Day Entries or process Entries as Same Day Entries on an exception basis, even though Client has not complied with the Same Day Entry requirements.

(d) M&T may restrict the SEC Codes Client may use for Entries to be considered and processed as Same Day Entries.

14. **IAT Entries.**

(a) M&T may restrict the foreign countries to or from which Client may originate IAT Entries. IAT Entries cannot be originated to send Remittance Transfers (i.e., electronic transfers of funds requested by consumers for payment to recipients outside the U.S.).

(b) Any intended IAT transaction must be identified using the IAT SEC Code and comply with the IAT formatting requirements in the ACH Rules. Any non-compliant Entries will be rejected by M&T, the ACH Operator, or the Gateway Operator.

(c) Because IAT Entries often require additional time for settlement, some IAT transactions may take three or more Business Days for the recipient to receive credit from the transaction. Once IAT Entries are transmitted outside of the U.S., they are subject to the Laws of the foreign receiving country.

(d) M&T may select the Gateway Operator to act as the U.S. entry or exit point for IAT transactions. The exchange rate applied to an IAT Entry will vary by the country to which the Entry is originated, and daily exchange rates will vary according to market dynamics. Further, if a Gateway Operator or a foreign RDFI converts the ACH payment into a different currency, the rate of exchange will be determined by that Gateway Operator or foreign RDFI, or by the applicable Governmental Authority. Client assumes and bears all transactional, sovereign, and other risks incurred in connection with IAT Entries.

15. **Data Retention**. Client will retain, and furnish to M&T promptly upon request:

(a) Entry Data in a format that permits the remaking of Entries for seven Business Days following the date of transmittal by M&T; and

(b) customer authorizations and records on which Entries are based (in accordance with the ACH Rules), and, if required by the ACH Rules, evidence that a copy of the authorization was provided to the Receiver, for at least seven years after termination or revocation of the respective authorization.

16. **Risk Limit.** M&T may periodically establish and modify a risk limit for settlement risk exposure regarding the aggregate amount of outstanding Entries that M&T has processed for Client but that have not yet settled. M&T may reject or delay processing Entries that would cause the amount of the outstanding but not yet

settled Entries to exceed the risk limit. M&T has no obligation to advise Client of the risk limit then applicable to an Account but, may do so upon request. Client will provide financial statements and other information about its financial condition as M&T may reasonably request to allow M&T to determine an appropriate Risk Limit for Client.

17. **Eligible ABA Numbers.** An Entry originated on behalf of Client must include the ABA number of the RDFI (or an equivalent identifying number of the foreign RDFI or other entity authorized by Law to accept deposits, issue money orders, or transfer funds) that will receive the Entry. M&T will review ABA numbers solely on the basis of ACH records available to it but, will not review the equivalent identifying numbers of such foreign RDFIs or other entities. M&T may, but is not obligated to, inform Client of any invalid or incorrect identifying numbers discovered by M&T.

18. **Third Party Sender.** If Client is a Third-Party Sender and thereby serves as an intermediary in transmitting entries between an Originator and M&T (as ODFI):

    (a) Client must obtain M&T's approval, which may require Client to enter into an agreement with M&T;

    (b) M&T is required to notify Nacha that Client is a Third-Party Sender and to report certain information to Nacha under the ACH Rul

19. **Payment Order Transmission; Payment Order Security Procedures.** By using any of the Payment Order transmission methods set forth below, Client agrees to comply with the applicable Payment Order Security Procedures associated with such method (along with any required or elected Security Protocols). Additional information on these transmission methods and their use is in the applicable User Guides.

    (a) System Administrator and Users. Regardless of the transmission method or Payment Order Security Procedures used, Client must designate a System Administrator to appoint and set up all Authorized Representatives permitted to access information and transmit Files, Entries, Entry Data, and other ACH information to M&T.

    (b) Website. If Client elects to transmit Files to M&T through a Website, the Website must be accessed using the following Payment Order Security Procedures: (i) a log-in user ID; (ii) the token provided by M&T for each Authorized Representative permitted to transmit Files through the Website (except that such token may not be required for Book Transfers, in which case a password will be required); and (iii) any other Security Protocols made available by M&T for transmitting Files through the Website.

    (c) Mobile Application. If Client elects to transmit Files to M&T through a Website and a System Administrator enables Authorized Representatives to use the mobile application offered by M&T, such Authorized Representatives will have the ability to transmit Files to M&T through the mobile application using ACH origination profiles previously established on the Website. The mobile application must be initially accessed using the following Payment Order Security Procedures: (i) a log-in user ID; (ii) the token provided by M&T for each Authorized Representative permitted to transmit Files through the Website; and (iii) any other Security Protocols made available by M&T for transmitting Files through the mobile application (the "**Initial Log-In**"). After the Initial Log-In, an Authorized Representative will have the option to transmit Files through the mobile application using the following Payment Order Security Procedures, instead of the Payment Order Security Procedures required for Initial Log-In: (i) a log-in user ID saved in the mobile application; (ii) a biometric identifier (i.e., a finger scan or face imaging); and (iii) any other Security Protocols made available by M&T for transmitting Files through the mobile application.

    (d) Direct Transmission. If Client elects to transmit Files to M&T via Direct Transmission, Client will transmit Files using the following Payment Order Security Procedures, which include the Control Total Payment Order Security Procedures set forth below.

        (i) Direct Transmission via FTM. M&T will provide Client with: (A) identifying information about a secure site for file transmission (the "**File Transmission Site**") to which Client will connect to send Files via Direct Transmission (FTM); and (B) a user ID and password to enable Client's system to transmit Files to the File Transmission Site. Client must send its Files to the File Transmission Site using its user ID and password.

        (ii) Direct Transmission via MFT/FTP. M&T will provide Client with: (A) identifying information about the File Transmission Site to which Client will connect to send Files via Direct Transmission (MFT/FTP); and (B) a user ID and password to enable Client's system to transmit Files to the File Transmission Site. Client must send its Files to the File Transmission Site using its user ID and password and make use of a secondary means of File authentication acceptable to M&T, such as: (x) encrypting Files using M&T approved encryption technology; or (y) using Internet Protocol (IP) address validation. Client may send its Files as part of a Consolidated Payables File or an Integrated Payables File using the above Payment Order Security Procedures. If Client chooses not to use the File Transmission Site and instead hosts the Direct Transmission (MFT/FTP) connection on its own server, Client must provide M&T with the additional information required by M&T to enable it to authenticate and securely communicate with Client's server, including IP address, port, user ID, and password.

    (e) Control Totals. The Control Total Payment Order Security Procedures described in this Section may be required for Direct Transmission or for transmission through a Website.

        (i) On the same Business Day, but prior to sending a File to M&T, Client must send to M&T the related Control Totals via either M&T's Voice Activated Response Unit ("**VRU**"), the ACH Monitor for Direct Transmission Service, or Direct Transmission in a separate file. If M&T does not receive these Control Totals prior to receiving the related File, M&T may not be able to process the related Entries.

        (ii) If Client transmits Control Totals via the ACH Monitor for Direct Transmission Service, Client must access the Website and enter: (A) a user name or personal identification number and a password or token (as applicable); and (B) Control Totals relating to the transmitted File(s).

        (iii) If Client transmits Control Totals using the VRU, Client must call the VRU and enter: (A) a pass code and a personal identification number; and (B) Control Totals relating to the transmitted File(s).

        (iv) If Client transmits Control Totals using Direct Transmission, Client must: (A) format the file containing the Control Totals in accordance with M&T's file specifications; and (B) include Control Totals relating to the transmitted File(s).

        (v) If the Control Totals match the total dollar amount of Credit Entries and total dollar amount of Debit Entries sent in the File, M&T will process the File through the ACH network. Otherwise, the File will not be processed and Client will be required to resend the File to match the Control Totals, modify the Control Totals to match the File, or resubmit Control Totals that match the File. If the Control Totals are submitted after the File is received by M&T, the File may suspend with an "unmatched" status.

        (vi) If Client would like to waive sending Control Totals, Client must complete and submit M&T's Waiver and Refusal of Control Total Payment Order Security Procedures Form or other documentation satisfactory to M&T.

20. **Additional Procedures.** In addition to the Payment Order Security Procedures, M&T may, but is not obligated to, implement, require, or offer additional Security Protocols for this Service, including those described in this Section (each, an "**Additional Procedure**"). The Additional Procedures are not part of the Payment Order Security Procedures but may mitigate fraud risk. Additional Procedures may include:

(a) Call Back Verification. M&T may call back any Authorized Representative to verify the authenticity or accuracy of any File or Entry and reject or hold any File or Entry that it cannot verify to its satisfaction by the close of business on the Business Day the File or Entry is received.

(b) Dual Authorization. M&T recommends that Client use secondary approval procedures made available through a Website, including for the origination of Entries or the creation or maintenance of ACH origination profiles. Regardless of any other provision in these T&C, M&T may: (i) require that any File or Entry delivered to M&T through a Website be initiated using one User ID assigned to an Authorized Representative and then approved using a different User ID assigned to another Authorized Representative ("**Dual Authorization**"); and (ii) reject any File or Entry that does not receive Dual Authorization.

(c) Other. The Additional Procedures may include other security limits, controls, and options that Client can implement. Current Additional Procedures include:

(i) Out-of-band authentication processes in connection with Client's use of a Website to deliver Payment Orders;

(ii) Daily Website transfer limits for users and daily limits for each File initiated through a Website. If Client selects such a limit, it must regularly review any such limit to ensure it reflects Client's needs, risks, and circumstances;

(iii) Control Totals that Client can send through VRU for Files transmitted through a Website; and

(iv) Email alerts for Files through the ACH Monitor for Direct Transmission Service.

M&T RECOMMENDS THAT CLIENT SET UP AND IMPLEMENT THE ABOVE-MENTIONED ADDITIONAL SECURITY LIMITS, CONTROLS, AND OPTIONS, AS WELL AS ANY OTHER OPTIONS THAT M&T MAY NOTIFY CLIENT ABOUT. CLIENT UNDERSTANDS THAT ITS FAILURE TO DO SO INCREASES CLIENT'S EXPOSURE TO, AND RESPONSIBILITY FOR, UNAUTHORIZED OR FRAUDULENT TRANSACTIONS.

21. **Client's Representations, Warranties, and Responsibilities.** Client makes all of the same representations and warranties to M&T as are required of M&T under the ACH Rules, with the exception of those warranties made by M&T with respect to its powers as a financial institution. Client also represents, and warrants that:

(a) Client and its Authorized Representatives have taken all actions and satisfied all conditions required by the ACH Rules in order to originate each Entry received by M&T, including all requirements applicable to each Entry type (e.g., implementation of commercially reasonable fraud transaction detection systems for WEB Entries, including a system that validates the account to be debited; recording of or notice confirming oral authorization of TEL Entries);

(b) each designated Receiver of an Entry received by M&T from Client or its Authorized Representatives has authorized the Entry and the crediting or debiting of its account, as applicable, in the amount and on the Effective Entry Date shown on such Entry;

(c) each authorization will be in effect at the time of execution of the Entry by M&T and the authorization of an IAT Entry complies with the Laws of the foreign receiving country;

(d) Client's ACH transactions comply with all Laws, including the Unlawful Internet Gambling Enforcement Act and those administered by OFAC and the Financial Crimes Enforcement Network;

(e) Client and its Authorized Representatives will comply with the ACH Rules, including those requiring delivery of notice to counterparties that payment of an Entry by an RDFI to the Receiver is provisional and subject to refund unless the RDFI receives final settlement for such Entry, and those applicable to IAT Entries and the foreign payment system rules regarding authorization of IAT Entries; and

(f) the representative delivering the Payment Order to M&T on behalf of Client or its Authorized Representatives is duly authorized to execute and deliver the Payment Order to M&T.

22. **Client's Audit Requirements.** Client must: (a) conduct all audits (e.g., annual audits of its security practices and procedures for WEB Entries and audits of its compliance with authorization retention, secure storage, and data security requirements) and assessments (including assessments of risk and data security) required by the ACH Rules; and (b) upon request provide M&T with evidence that Client has conducted all such audits and assessments.

23. **M&T's Audit Rights.** Client shall permit M&T and its authorized representatives to:

(a) examine and make excerpts from Client's books and records that relate to compliance with the ACH Rules; and

(b) audit Client's compliance with the Agreement and the ACH Rules.

ACH Account Number Masking Service (UPIC)

The ACH Account Number Masking Service (UPIC) may be used by a Client that receives credit payments to its Accounts through the ACH network. This Service involves the assignment of a unique number and routing/transit number (together, the Universal Product Identification Code, or "**UPIC**") to an Account. Client can provide the UPIC to third parties that wish to send payments to an Account through the ACH network. The purpose of the UPIC is to mask Client's actual Account number and routing/transit number. The UPIC cannot be used: (a) by third parties to initiate ACH transactions that debit an Account; or (b) by Client to initiate any Entries or other transactions.

Definitions

Capitalized terms not defined in these T&C or the Master Agreement are defined in the ACH Rules.

"**Entry**" means an electronic payment processed through the ACH network.

"**Received Credit Entry**" means any Entry originated by a third party to credit funds to an Account.

Terms and Conditions

1. **Notification to Vendors**. Client may notify third parties that wish to send payments to an Account through the ACH network of the UPIC number (instead of the actual Account number and routing/transit number). Each such third party may use the UPIC number provided by Client in place of the Account number when

sending Entries to credit the Account. Client may still receive Entries using the actual Account number and routing/transit number.

2. **Debit.** This Service allows a third party that wishes to reverse a Received Credit Entry sent to Client to use the UPIC number for such reversal. ACH Fraud Mitigation Service

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ACH Fraud Mitigation Service

The ACH Fraud Mitigation Service offers the following features:

(a) ACH Monitor Fraud Review and Approval Service (Credit and Debit Filter): This allows Client to decide whether a Received Credit Entry or Received Debit Entry that does not match the authorizations established by Client in the ACH Monitor Website should be honored. If a Received Credit Entry or Received Debit Entry does not appear to be authorized according to the information in the Authorization Database (defined below), such Received Credit Entry or Received Debit Entry will be returned unless Client elects to authorize it. Client also may elect to receive notifications regarding Received Credit Entries or Received Debit Entries.

(b) ACH Debit Block: This allows Client to block, and M&T to return, any Received Debit Entry to an Account that is not generated internally by M&T.

Definitions

Capitalized terms not defined in these T&C or the Master Agreement are defined in the ACH Rules.

"**ACH Monitor Website**" means the Website that offers the ACH Monitor for Fraud Mitigation Service.

"**Entry**" means an electronic payment processed through the ACH network.

"**Received Credit Entry**" means an Entry originated by a third party to credit funds to an Account.

"**Received Debit Entry**" means any Entry originated by a third party to debit funds from an Account.

"**Settlement**" means the actual transfer of value of funds between financial institutions in connection with Entries.

"**Settlement Date**" means the date a Settlement occurs.

Terms and Conditions

1. **Authorization Database.**

ACH Monitor Fraud Review and Approval Service (Credit and Debit Filter)

(a) Client must create and maintain a database on the ACH Monitor Website for each Account for which Client elects this Service (the "**Authorization Database**") that contains information required by M&T to perform this Service, including information about organizations that are permitted to submit Received Credit Entries or Received Debit Entries. Client may also include available optional criteria in the Authorization Database, such as authorization expiration dates and dollar limits on Entries. Client must maintain and update all information in the Authorization Database. Inaccurate information in the Authorization Database may result in the return of an authorized Received Credit Entry or Received Debit Entry or the allowance of an unauthorized Received Credit Entry or Received Debit Entry. If there is no information in the Authorization Database, all Received Credit Entry and Received Debit Entries will be returned, except as provided in Sections 2 and 5 of these T&C. Client waives any claim of wrongful dishonor or return or wrongful payment or acceptance associated with any Received Credit Entry or Received Debit Entry that is returned, paid, or accepted as a result of M&T's reliance on the information in the Authorization Database.

(b) Each Received Debit Entry that M&T receives for payment from an Account will be returned unless there are sufficient funds available in the Account and the Received Debit Entry is: (i) authorized based on the information in the Authorization Database at the time the Entry is received; (ii) decisioned to be accepted as provided in Section 2 of these T&C; or (iii) deemed authorized as provided in Section 5 of these T&C.

(c) Each Received Credit Entry that M&T receives for payment to an Account will be returned unless the Received Credit Entry is: (i) authorized based on the information in the Authorization Database at the time the Entry is received; (ii) decisioned to be accepted as provided in Section 2 of these T&C; or (iii) deemed authorized as provided in Section 5 of these T&C.

ACH Debit Block

ACH Debit Block does not have an Authorization Database. All Received Debit Entries will be returned unpaid, except for those deemed authorized as provided in Section 5 of these T&C.

2. **Decisioning.**

ACH Monitor Fraud Review and Approval Service (Credit and Debit Filter)

If Client wants to authorize the payment of a Received Credit Entry or Received Debit Entry that would otherwise be rejected, Client must authorize it through the ACH Monitor Website by 4:00 p.m. ET on the Business Day immediately following the Settlement Date of that Received Credit Entry or Received Debit Entry (or such other time designated by M&T) (the "**Decision Deadline**"). If no action is taken by Client by the Decision Deadline, the Received Credit Entry or Received Debit Entry will be returned as unauthorized. Updates to the Authorization Database will not impact the treatment of a Received Credit Entry or Received Debit Entry that M&T received prior to such update.

ACH Debit Block

ACH Debit Block does not permit decisioning on Received Debit Entries.

3. **Notifications.**

ACH Monitor Fraud Review and Approval Service (Credit and Debit Filter)

Client may choose to receive notifications (such as email notices containing transaction detail): (a) whenever M&T receives a Received Credit Entry or Received Debit Entry (other than one permitted under Section 5); or (b) only when M&T receives a Received Credit Entry or Received Debit Entry that is unauthorized

according to the Authorization Database (other than a Received Credit Entry or Received Debit Entry permitted under Section 5). Notifications are sent to Client's designated Authorized Representatives.

ACH Debit Block

Notifications are not provided for ACH Debit Block.

4. **Audit Reporting**. Client's System Administrator(s) for the ACH Monitor Website may create audit reports showing activities of Client's ACH Monitor users, including logging on and off the Website and adding, modifying, or deleting ACH Monitor records.

5. **Permitted Entries**. Notwithstanding anything to the contrary in these T&C or the Authorization Database, all ACH Returns and Reversals, Settlement Offsets, and Service Fees will not be filtered or blocked. "**Settlement Offsets**" means any Entries created by M&T to offset Entries originated by Client using M&T's ACH Origination Service. M&T may properly credit, debit or set off against the Account each such amount and such Entries are deemed authorized by Client. The specific types of ACH Returns, Reversals, Settlement Offsets, and Service Fees that are permitted pursuant to this Section may change without prior Notice.

ACH Special Reporting Service

The ACH Special Reporting Service allows Client to receive detailed reports for Received Debit Entries and Received Credit Entries (collectively, "**Reports**").

Definitions

Capitalized terms not defined in these T&C or the Master Agreement are defined in the ACH Rules.

"**Entry**" means an electronic payment processed through the ACH network.

"**Received Credit Entry**" means any Entry originated by a third party to credit funds to an Account.

"**Received Debit Entry**" means any Entry originated by a third party to debit funds from an Account.

"**SEC Codes**" means the Standard Entry Class Codes created by Nacha and used to describe types of Entries.

Terms and Conditions

1. **Report Options.** Client must select one of M&T's standard sort type options.

2. **Report Transmission.** Client may choose to have the Reports made available daily, weekly, monthly, or as otherwise agreed by M&T. Daily Reports contain information for the previous day and same day prior to the Report being made available to Client, and M&T will use reasonable efforts to make the Reports available to Client by 8 a.m. ET each Business Day. Non-daily Reports contain cumulative information for the period covered by the Report, and Client can select when such Reports will be made available to Client. Reports will be made available through a delivery method offered by M&T and elected by Client.

3. **Restriction on Use.** If Client uses this Service for an Account, it may not simultaneously use the EDI Reporting Service for such Account.

ACH Monitor Payment and File History Service

The ACH Monitor Payment and File History Service is an inquiry service that allows Client to review details on originated and received ACH Entries, Files, and batches for enrolled Accounts (collectively, the "**Details**").

Definitions

Capitalized terms not defined in these T&C or the Master Agreement are defined in the ACH Rules.

"**ACH Monitor Website**" means the Website that offers the ACH Monitor for Direct Transmission Service.

"**Entry**" means an electronic payment processed through the ACH network.

"**Entry Data**" means the information provided by Client with an Entry.

"**File**" means any file containing one or more Entries and related Entry Data.

Terms and Conditions

1. **Permissions.** Client's System Administrator must establish user permissions for Authorized Representatives for this Service through the ACH Monitor Website.

2. **Access Information.** Authorized Representatives given user permissions may access the applicable Details on the ACH Monitor Website.

3. **Audit Reporting.** Client's System Administrator(s) for the ACH Monitor Website may create audit reports showing activities of Client's ACH Monitor users, including logging on and off the Website and adding, modifying, or deleting ACH Monitor records.

Alert Service (Treasury Center)

Description of Services. The Alert Service is a Service whereby Alerts (defined below) will be transmitted via SMS Message (defined below) or email to a designated Mobile Device or email address (as elected and designated by Client), on either a reoccurring basis or upon the occurrence of a specified event, depending on the Alert Triggers (defined below) selected by Client's authorized Alert User (defined below).

Definitions

"**Alert**" means a text message sent by M&T via SMS or email to a Mobile Device.

"**Alert Trigger**" means an event or transaction relating to an Account or Account activity which generates the transmission of an Alert.

"**Alert User**" means an individual to whom Alerts will be sent.

"**CSP/ISP**" means the Cellular Service Provider(s) or Internet Service Provider(s) that M&T has contracted with to transmit Alerts to Alert Users or the Cellular Service Provider or Internet Service Provider Client has contracted with to receive cellular service or other wireless service that includes SMS capabilities or internet services for a Mobile Device, which will receive Alerts.

"**Mobile Device**" means mobile telephones, laptop computers, desktop PCs, pocket PCs, personal digital assistants and any other electronic media and/or equipment that is capable of being used to receive Alerts.

"**SMS Message**" means a short message service (i.e., text) which is a service offered by CSP/ISPs that allows the transmission of short text messages over the CSP/ISPs' network to SMS-enabled devices including but not limited to Mobile Devices.

Alert Service Registration and Selection of Alert Triggers. As a module within M&T's Treasury Center, the Alert Service is only available to clients who have access to Treasury Center. After Client has established access to Treasury Center, registration for the Alert Service module and selection of Alert Triggers consists of the following steps:

(a) Client's primary System Administrator accesses the Website (Treasury Center) to establish an individual as an Alert User authorized to receive Alerts via SMS Message or email and authorizes that Alert User to access the Website to register their Mobile Device and select their Alert Triggers.

(b) Client's secondary System Administrator approves of the primary System Administrator's authorizations if dual approval is enabled.

(c) The now authorized Alert User accesses the Website (Treasury Center) to input their Mobile Device's phone number for SMS Alerts or email address for Alerts sent via email.

(d) An Alert User may add or remove Alert Triggers at any time by accessing the Alert Center module via the Website (Treasury Center).

(e) Client may unsubscribe and discontinue the Alert Service at any time.

Responsibilities of Client and Alerts Users. Mobile Devices are subject to loss, theft, destruction and other unforeseen events and each Alert User is solely responsible for properly registering their Mobile Device. As a result, M&T takes no responsibility nor assumes any liability, and Client agrees to assume responsibility and risk of loss for the following:

(a) Any error by Client or an Alert User in the selection of Alert Triggers and/or use of the Alert Service.

(b) The validity and accuracy of an Alert User's Mobile Device number or email address.

(c) Updating an Alert User's Mobile Device phone number or email address on the Website.

(d) Failure to immediately access the Website and remove/deregister a Mobile Device or email address from the Website if such Mobile Device is lost or stolen, or email is compromised.

(e) Failure to receive an Alert due to a failure to update an Alert User's Mobile Device phone number or email address.

(f) Failure to maintain possession of or protect the security and integrity of a Mobile Device or email, including but not limited to, a failure to take all reasonable precautions to prevent any unauthorized use or access.

(g) Information pertaining to an Account which may become known to any third party due to a failure of Client or any Alert User to protect their Alert Service registration information.

(h) Failure to receive an Alert due to the failure by Client or an Alert User to: (i) turn on their Mobile Device; (ii) check their Mobile Device or email; or (iii) remain within the Mobile Device's service area.

(i) In addition, Client and each Alert User agree to provide any additional information as required by M&T from time to time, for the purpose of making the Alert Service available to Client and its Alert Users.

Service Availability. It is important to note that cellular and other wireless transmission services and networks are inherently insecure as well as subject to interruptions, weak or dropped signals and other failures that M&T has no control over. In addition to taking no responsibility or liability for any such suspensions and terminations caused by the actions or inactions of a CSP/ISP or by any third party or occurrence outside of its control, M&T also reserves the right, in its sole discretion, to change or discontinue the Alert Service any time, without further notice to Client as well as suspend or terminate the Alert Service in the following situations: change or discontinue the Alert Service if no formal arrangement exists pursuant to which a CSP/ISP has agreed to transmit Alerts generated by M&T to their service subscribers or a termination of any such existing arrangement. Submission by Client or an Alert User of invalid data, Account closure, insufficient funds within any Accounts for charges, breakdown, maintenance, modification, expansion and/or enhancement work caused or initiated by telecommunications companies generally in relation to their network or by any CSP/ISP in respect of their transmission of Alerts.

Alert Delivery. Each Alert will be sent only once. If an Alert User deletes an Alert on their Mobile Device, it will not be sent again. In addition, some CSP/ISPs offer the capability of storing Alerts during periods when a Mobile Device is turned off or otherwise incapable of receiving SMS service or emails and delivering such stored messages when the Mobile Device is turned back on or otherwise regains the ability to receive SMS service. The duration of this storage period may vary from CSP/ISP to CSP/ISP and some CSP/ISPs may not offer this capability as part of their SMS service at all. Client and each Alert User should refer to their CSP/ISP carrier agreement for details on the SMS storage capabilities of their SMS service and M&T is not responsible for any Alerts that are not delivered as a result of a CSP/ISP failing to store an Alert. Please note that M&T cannot deliver Alerts via SMS Message to clients which receive CPS/ISP services from T-Mobile.

Additional Exclusions. M&T shall not be responsible for any failure or delays in the transmission of Alerts and/or the transmission of incomplete messages, where the failure or delay or incompleteness is due to a breakdown or failure of transmission or communication facilities, inherent technological deficiencies, network traffic congestion, or any extraneous factors or causes beyond M&T's reasonable control.

M&T will not be responsible for any loss or damage caused to Client's data, software, computer, telecommunications equipment or other equipment caused by Client's use of the Alert Service unless such loss or damage is directly and solely caused by M&T's negligence or deliberate fault.

Use and Security of Information. Client acknowledges and agrees that each Alert will contain Account information relating to the Client. Subscribing for the Alert Service by Client constitutes an instruction and authorization to M&T to send Account-related or other sensitive information over a CSP/ISP's cellular, internet, or other wireless system. Client acknowledges any information sent pursuant to the Alert Service is for Client's use only and shall not be taken as conclusive evidence of the transaction to which it relates and it is therefore the responsibility of Client and each Alert User to verify any information received via an Alert before relying or

acting upon it or the transaction to which it relates, and it is the Alerts sent by M&T as part of the Alert Service are one-way communications and an Alert User should never respond to an Alert or any other request either by return SMS or email. M&T expressly refuses to accept liability for any losses arising out of an Alert User replying to any transmission (whether in the form of an Alert or not) purportedly received from M&T via the Alert Service which requests such Alert User to provide Account details or any other personal or confidential information such as their User Id, passwords or token passcodes. Any such purported request from M&T or other irregularity in an Alert or the Alert Service should be reported to M&T immediately.

Service Charges and Other Fees.

There are no fees for receipt of the Alert Service at this time. However, Client will remain responsible for fees associated with other Services which are linked to the Alert Service or Alert Triggers and will be charged for receipt of those other Services regardless of whether an Alert related to such other Service was received by Client so long as the failure to receive such Alert is not as a result of the willful default or negligence of M&T. Client shall also be liable to its CSP/ISP for payment of such airtime, messaging or other charges which may be levied by the CSP/ISP in connection with receipt of Alerts. M&T has no knowledge of those charges and will not be liable for any such charges.

Automated Check Payments Service

The Automated Check Payments Service allows Clients to submit to M&T a file containing check information that M&T will use to have a vendor print and mail the paper checks to the check payees. Client must use this Service in conjunction with the Full Reconciliation option under the Account Reconciliation Service or the Payee Positive Pay Service.

Definitions

"**Consolidated Payables File**" means a file submitted via Direct Transmission in connection with the Consolidated Payables Service that may include ACH, wire, automated check payments, Positive Pay/Payee Positive Pay, and commercial card transactions.

"**File**" means a file containing check information (including serial number, payee name, check amount, mailing address, invoice information, file totals, and account number).

Terms and Conditions

1. **Transmission of Checks to M&T.** By 6:00 p.m. ET on each Business Day, Client must transmit to M&T a complete File in a format and by means required by M&T for the checks to be printed and mailed. Client may transmit its File as part of a Consolidated Payables File or an Integrated Payables File.
2. **Digital Signatures.** Client will provide to M&T an electronic copy of the signature of an Authorized Representative authorized as a signer on each Account from which checks are to be drawn. Client authorizes and directs M&T to apply such digital signature to each check created from information contained in the Files and drawn on such Account. Checks issued in accordance with these T&C are deemed properly authorized by Client.
3. **Confirmation of Receipt of Files.** M&T will send Client an email notice confirming its receipt of any File ("**File Confirmation Notice**") that will include: (a) the total number and dollar amount of records contained in the File; (b) the total number of requests to cancel a previously requested check contained in the File; and (c) if applicable, certain errors systematically identified with respect to the information in the File ("**Errors**"). A File is considered to contain an Error if it does not conform to M&T's requirements. The User Guide may provide examples of Errors.
4. **Alert of Errors.** If one or more Errors are identified in a File M&T receives before 3:00 p.m. ET on a Business Day and Client has elected the "Suspend the entire File" default option discussed below, in addition to sending the File Confirmation Notice, M&T will use reasonable efforts to contact Client's Confirmation Contact (as designated in the Client Election Form).
5. **Default Options.** Unless Client addresses an Error identified in a File Confirmation Notice by sending a correcting File to M&T before 6:00 p.m. ET on that same Business Day or by resolving the Error with an M&T representative by telephone before 3:30 p.m. ET on that same Business Day, M&T will follow Client's default instructions in the Client Election Form to either: (a) process the entire File despite the Errors, in which case checks will be printed and mailed based on the information in the File (if there is sufficient information about such checks); or (b) suspend the entire File, in which case no checks will be printed or mailed.
6. **Print Confirmations.** By the end of the Business Day on which checks are printed and mailed, M&T will send Client an email confirmation ("**Print Confirmation**") that will include: (a) the total number and dollar amount of checks printed and mailed in accordance with the data in the related File; and (b) the check number and dollar amount of any check requested in such File that was not printed and mailed and a brief description of why it was not printed and mailed.
7. **Processing Files.** M&T will use reasonable efforts to: (a) process Files it receives before 6:00 p.m. ET on a Business Day on that same Business Day; and (b) print and mail checks by the end of the next Business Day (or if M&T's vendor is not open that day, the next day such vendor is open). Files that M&T receives after 6:00 p.m. ET on a Business Day or on a non-Business Day are considered received on the next Business Day.
8. **Liability.** Client is solely responsible and liable for all checks issued, printed, and mailed in accordance with these T&C.

Automated Commercial Investment, Loan and Floor Plan Interest Reduction Balance Service

The Automated Commercial Investment and Loan Sweep Service includes the following features (which may be used simultaneously by Client): (a) the ability to have M&T debit available balances from an Account for investment in Chosen Investments ("**Investment Sweep Service**"); and (b) the ability to pay down the outstanding principal balance on Client's promissory note to M&T and to have its Account credited with advances under the Note ("**Loan Sweep Service**").

Definitions

"**Available Credit**" means, at any time, the stated principal amount of the Note reduced by the principal amount of the Note then outstanding, subject to the terms of the Loan Documents.

"**Chosen Investments**" means those Investment Options selected by Client on a Client Election Form.

"**Dealer**" means a Client who has also entered into a Floor Plan Loan Agreement with M&T.

"**Floor Plan Loan**": means the extension of credit to a Dealer under a Floor Plan Loan Agreement.

"**Floor Plan Loan Agreement**": means the credit agreement between Dealer and M&T pursuant to which M&T extends credit to Dealer for purposes of purchasing vehicles to become part of Dealer's inventory.

"**Floor Plan Note**" means an extension of credit executed and delivered by Dealer to M&T evidencing Dealer's obligations under the Floor Plan Loan Agreement; the Floor Plan Note is identified on the Client Election Form.

"**Interest Reduction Account**" means an account that earns Interest Reduction Credits at a rate identical to the interest rate under the Floor Plan Note.

"**Interest Reduction Credit**" means a credit earned on the balance of the Interest Reduction Account which can be used to reduce the amount of interest owed under the Floor Plan Note.

"**Investment Options**" means the investment and deposit options offered to Client.

"**Loan Documents**" means the Note and any loan agreement, mortgage, security agreement, or other document or instrument executed in connection with the Note.

"**Maximum Interest Reduction**" means, expressed as a percentage of the amount of interest accrued under the Floor Plan Note, the maximum amount of Interest Reduction Credits earned on the Interest Reduction Account balance which can be used to reduce accrued interest under the Floor Plan Note.

"**Maximum Investment Amount**" means the designated maximum investment amount for the related Chosen Investment.

"**Minimum Investment Amount**" means the designated minimum investment amount for the related Chosen Investment.

"**Net Investments**" means those types of sweep investments or deposits that M&T: (a) makes for Client on one Business Day; and (b) liquidates and deposits back into the Account on a subsequent Business Day only if, and to the extent that, the then available balance in the Account is less than the Target Balance.

"**Note**" means the promissory note or other document containing a promise to pay executed and delivered by Client to M&T evidencing Client's obligation to repay advances under a line of credit provided by M&T ("**Line of Credit**"), which note is identified on the Client Election Form.

"**Overnight Investments**" means those types of sweep investments or deposits that M&T: (a) makes for Client on one Business Day; and (b) liquidates in their entirety and deposits back into the Account, with earnings, the following Business Day.

"**Reduced Target Balance Shortfall**" means the Target Balance Shortfall reduced by any credit to the Account from the liquidation of investments through this Service.

"**Target Balance**" means the designated available Account balance that Client wishes to maintain and that M&T will use reasonable efforts to maintain by sweeping funds into or out of the Account.

"**Target Balance Excess**" means, at the end of any Business Day, the amount of available funds in the Account in excess of the Target Balance, after taking into account all checks and other items drawn on and other debits charged to the Account.

"**Target Balance Shortfall**" means, at the end of any Business Day, the amount of available funds in the Account that is less than the Target Balance, after taking into account all checks and other items drawn on and other debits charged to the Account.

Terms and Conditions

1. **Investment Sweep Service.**

   (a) At the end of each Business Day, if there is a Target Balance Excess of at least the Minimum Investment Amount, M&T will transfer the amount of the Target Balance Excess (up to the Maximum Investment Amount), and purchase investments or make deposits in Client's Chosen Investments. M&T may require Client to maintain a minimum Target Balance.

   (b) Each Business Day:

      (i) if Client has selected only Overnight Investments, M&T will liquidate all existing Overnight Investments and transfer the proceeds plus earnings to the Account;

      (ii) if Client has selected only Net Investments and the available funds in the Account are less than the Target Balance, M&T will liquidate (on a pro rata basis consistent with Client's Chosen Investments) the lesser of (A) all existing Net Investments or (B) the amount of Net Investments required to bring the available balance to the Target Balance, and transfer the proceeds to the Account; or

      (iii) if Client has selected both Overnight Investments and Net Investments, (A) M&T will first liquidate all existing Overnight Investments and transfer the proceeds plus earnings to the Account, and (B) if, after crediting the Account with the proceeds and earnings from the Overnight Investments, the available balance is still less than the Target Balance, M&T will liquidate (on a pro rata basis consistent with Client's Chosen Investments) the lesser of (x) all existing Net Investments or (y) the amount of the Net Investments required to bring the available balance to the Target Balance, and transfer to the Account the proceeds (and earnings if the transfer is made on the first Business Day of a month).

   (c) All purchases or deposits of investments will be in the form of un-certificated (book entry) securities, interest-bearing deposits, or such other form consistent with industry practices for a particular type of investment or deposit, on a pro rata basis consistent with Client's Chosen Investments. Except for manifest error, M&T's records are conclusive as to Client's interest in the investments. On some occasions, M&T may be unable to: (i) make investments in accordance with Client's elections, in which case the amount that would have been used for purchases or deposits will remain in the Account; or (ii) liquidate investments or deposits, in which case funds will remain in those investments or deposits. M&T will not be liable for any Losses incurred by Client arising out of such cases.

2. **Floor Plan Interest Reduction Service.**

   Note – The Floor Plan Interest Reduction Service can be combined with the Investment Sweep Service, but not with the Loan Sweep Service

   (a) Sweep from the Account. If there is a Target Balance Excess at the end of a Business Day, M&T will sweep funds out of the Account as described below.

      (i) Interest Reduction Sweep. If Client has only the Floor Plan Interest Reduction Service, M&T will: (A) debit the Account in an amount up to the lesser of the: (x) Maximum Interest Reduction percentage, and (y) Target Balance Excess; and (B) transfer the amount debited to the Interest Reduction Account.

(ii) Floor Plan Interest Reduction with Investment Sweep. If Client has subscribed to both the Floor Plan Interest Reduction Service and Investment Sweep Service, M&T will debit the Account as described below and in the following order:

(A) M&T will first debit the Account and sweep funds to the Interest Reduction Account as described in (a)(i) above and

(B) If there remains a Target Balance Excess after funds representing the Maximum Interest Reduction percentage have been transferred to the Interest Reduction Account, M&T will (x) withdraw such Target Balance Excess, and (y) invest or deposit such funds (up to the Maximum Investment Amount) in Client's Chosen Investments.

(iii) Interest/Setoff. M&T agrees not to debit the Interest Reduction Account to pay any interest due under the Floor Plan Note, and Client agrees M&T retains its right to setoff against the Interest Reduction Account in respect of any overdue amounts due under the Floor Plan Note.

(b) Sweep into the Account. If there is a Target Balance Shortfall, M&T will sweep funds back into the Account as follows and in the following order:

(i) Transfer funds from the Interest Reduction Account to the Account. M&T will transfer (up to the available balance of the Interest Reduction Account) funds sufficient to increase the balance of the Account up to the Target Balance. If, after transferring all funds in the Interest Reduction Account, there remains a Targe Balance Shortfall in the Account, if Client has not also subscribed to the Investment Sweep Service, Client will have to deposit additional funds in the Account if Client wishes the Account balance to equal the Target Balance.

(ii) Credit from the Sale or Liquidation of Investments. If Client has subscribed to both the Floor Plan Interest Reduction Service and Investment Sweep Service, if after transferring all available funds in the Interest Reduction Account as described in (b)(i) above, there remains a Target Balance Shortfall, M&T will sell or otherwise liquidate sufficient investments to fund the Account up to the Target Balance. If, after selling all investments, there remains a Target Balance Shortfall in the Account, Client will have to deposit additional funds in the Account if Client wishes the Account balance to equal the Target Balance.

3. **Loan Sweep Services.**

(a) Sweep from the Account. If there is a Target Balance Excess at the end of a Business Day, M&T will sweep funds out of the Account as described below.

(i) Loan Sweep. If Client has only the Loan Sweep Service, M&T will: (A) debit the Account for the amount of any unpaid principal balance under the Note, up to the Target Balance Excess; and (B) apply the debit amount to the unpaid principal balance of the Note.

(ii) Loan Sweep with Investment Sweep. If Client has both the Loan Sweep Service and Investment Sweep Service, M&T will debit the Account, make payments under the Note, and invest or deposit some or all of the Target Balance Excess as follows and in the following order:

(A) M&T will (x) debit the Account for the amount of any unpaid principal balance under the Note, up to the Target Balance Excess, and (y) apply the debit amount to the unpaid principal balance of the Note; and

(B) If there is no unpaid principal balance under the Note or if, after debiting the Account as stated in the provision immediately above, there is a Target Balance Excess of at least the Minimum Investment Amount, M&T will (x) withdraw such excess funds, and (y) invest or deposit such funds (up to the Maximum Investment Amount) in Client's Chosen Investments.

(iii) Interest/Setoff. M&T will not debit the Account to pay any interest under the Note, but M&T may still exercise its setoff right against the Account for any monies due under the Note.

(iv) Breakage Fees Under Note. M&T will not charge a Breakage Fee (as defined in the Note), if any, that may otherwise be payable under the Note (expressly excluding any termination or breakage fees and/or transaction costs related to any derivatives or hedging transaction(s) except to the extent the Client does not terminate the Line of Credit and such Breakage Fee

(A) is due as a result of application of a debit amount to the unpaid principal balance of the Note resulting from the Loan Sweep Service

(B) the Bank determines in its sole discretion that such debit amount applied to the unpaid principal balance of the Note (x) is in an amount usual and customary for Client and (y) is not structured by Client to avoid breakage fees. The determination by the Bank of the foregoing shall, in the absence of manifest error, be conclusive and binding upon Client.

(c) Sweep into the Account. M&T will sweep funds back into the Account as follows and in the following order:

(i) Credit from the Sale or Liquidation of Investments. If Client has both the Loan Sweep Service and Investment Sweep Service, M&T will liquidate all existing investments and transfer to the Account the proceeds and earnings (if any) in accordance with Section 1(a) of these T&C.

(ii) Extension of Credit under Note. If Client does not have the Investment Sweep Service and there is a Target Balance Shortfall or if, after crediting the Account as stated in the provision immediately above, there is a Reduced Target Balance Shortfall, M&T will extend credit to Client as provided in (A), (B), and (C) below.

(A) If the Available Credit equals or exceeds the Target Balance Shortfall, or, where applicable, the Reduced Target Balance Shortfall, M&T will: (x) extend credit to Client by making an advance under the Note in the amount of the Target Balance Shortfall or the Reduced Target Balance Shortfall; and (y) credit the amount of the advance to the Account to eliminate the Target Balance Shortfall or the Reduced Target Balance Shortfall.

(B) If the Available Credit is less than the Target Balance Shortfall, or, where applicable, the Reduced Target Balance Shortfall, M&T will: (x) extend credit to Client by making an advance under the Note in the amount of the Available Credit; and (y) credit the amount of the advance to the Account to reduce the Target Balance Shortfall or the Reduced Target Balance Shortfall.

(C) All advances under the Note made pursuant to this Service will: (x) be evidenced by, bear interest at the rate provided in, and be repaid in accordance with the terms of the Note; and (y) be secured by any and all collateral securing the Note. M&T is not obligated to make advances under the Note in excess of the Available Credit.

4. **Investment and Insolvency Disclosures.**

(a) Mutual Funds.

(i) Client acknowledges receipt of the current prospectus of each mutual fund that Client has selected as a Chosen Investment (each a "**Mutual Fund**"),

and agrees to be bound by its terms. To the extent Client selects a Wilmington Fund as a Chosen Investment, such selection will result in compensation to Wilmington Funds Management Corporation and Wilmington Trust Investment Advisors, Inc., both Affiliates of M&T, which perform administrative services for and serve as the investment advisor and the primary sub-advisor, respectively, to Wilmington Funds. M&T and its Affiliates also provide certain shareholder services, as well as services under Wilmington Funds' 12b-1 plan, and in exchange receive compensation that may periodically change for the services provided. BNY Mellon, which serves as transfer agent, custodian, fund accountant, and fund administrator to Wilmington Funds, and ALPS Distributors, Inc., the distributor of Wilmington Funds, are not Affiliates of M&T.

(ii) Money market mutual fund investments are not insured or guaranteed by the Federal Deposit Insurance Corporation (FDIC) or any other government agency, are not deposits or other obligations of (or guaranteed by) any bank, and are subject to investment risks, including possible loss of the principal amount invested. Although money market mutual funds seek to preserve their net asset value at $1.00 per share, it is possible to lose money by investing in these funds. For more information about a Mutual Fund, see such Mutual Fund's prospectus.

(iii) If M&T fails and is taken over by the FDIC:

(A) The sweep of funds out of the Account into the Mutual Funds pursuant to this Service will take place on the day of the failure, provided that M&T actually purchased the necessary Mutual Funds shares prior to the time of the FDIC's takeover.

(B) The FDIC will treat Client as the owner of, or as a secured creditor with respect to, all Mutual Funds shares purchased for Client through this Service prior to and on the day of the failure, meaning: (x) if the FDIC closed M&T and paid off its deposits, the FDIC will repay the value of such Mutual Funds shares to Client; or (y) if the FDIC transferred M&T to another bank, the value of such Mutual Funds shares would be available to be swept back into the Account on the Business Day after the failure.

(C) Funds remaining in the Account at the end of the day of the failure are deposits entitled to FDIC insurance coverage (subject to FDIC insurance rules and limits).

(b) Money Rate Sweep.

(i) The M&T Money Rate Sweep is a sweep of funds from an Account to an omnibus deposit account at M&T that pays interest at a rate based upon not less than the lowest rate for USD Overnight deposits on any Business Day (as reported by Bloomberg or other source M&T may utilize) as reduced according to a schedule set by M&T.

(ii) If M&T fails and is taken over by the FDIC:

(A) Funds will be swept out of the Account on the day of the failure into an omnibus deposit account at M&T in accordance with this Service.

(B) The FDIC will generally treat funds swept to an omnibus deposit account at M&T as a deposit obligation of M&T, meaning: (x) if the FDIC closed M&T and paid off its deposits, Client's allocable share of such omnibus account would be treated as a deposit entitled to FDIC insurance coverage (subject to FDIC insurance rules and limits); and (y) if the FDIC transferred M&T to another bank, the value of Client's allocable share of the omnibus account would be available to be swept back into the Account on the Business Day after the failure.

(C) Funds remaining in the Account at the end of the day of the failure are deposits entitled to FDIC insurance coverage (subject to FDIC insurance rules and limits).

(c) Financial Institutions Sweep.

(i) The Financial Institutions Sweep is available only to financial institution customers and is a sweep of funds from an Account to an omnibus deposit account at M&T that pays interest at a rate based upon not less than the lowest rate for Federal Funds on any Business Day (as reported by Bloomberg or other source M&T may utilize) as reduced according to a schedule set by M&T.

(ii) If M&T fails and is taken over by the FDIC:

(A) Funds will be swept out of the Account on the day of the failure into an omnibus deposit account at M&T in accordance with this Service.

(B) The FDIC will generally treat funds swept to an omnibus deposit account at M&T as a deposit obligation of M&T, meaning: (x) if the FDIC closed M&T and paid off its deposits, Client's allocable share of such omnibus account would be treated as a deposit entitled to FDIC insurance coverage (subject to FDIC insurance rules and limits); and (y) if the FDIC transferred M&T to another bank, the value of Client's allocable share of the omnibus account would be available to be swept back into the Account on the Business Day after the failure.

(C) Funds remaining in the Account at the end of the day of the failure are deposits entitled to FDIC insurance coverage (subject to FDIC insurance rules and limits).

(d) Loan Sweep. If M&T fails and is taken over by the FDIC:

(i) On the day of failure, any sweep of funds out of the Account to pay an unpaid balance on the Note will occur in accordance with these T&C. Funds swept to the Note will be treated as reducing the outstanding balance on the Note and will not be treated as deposits by the FDIC.

(ii) Funds remaining in the Account at the end of the day of the failure are deposits entitled to FDIC insurance coverage (subject to FDIC insurance rules and limits).

5. **Fee Disclosure.** In addition to the compensation that Wilmington Funds pay to M&T for its services, and in addition to the monthly sweep service fee that Client pays to M&T, Client will pay a daily service fee (the "**Daily Sweep Fee**") to M&T. If Client selects the Wilmington U.S. Treasury Money Market Fund or the Wilmington U.S. Government Money Market Fund as its Chosen Investment, the Daily Sweep Fee will equal 0.20% per annum of the funds invested for Client through this Service. At the end of each month, Client's net investment earnings from its sweep investments for that month (i.e., gross investment earnings for the month less the aggregate amount of the Daily Sweep Fee accrued for the month) will be credited to the Account.

6. **General.** M&T makes no recommendation concerning the advisability of purchasing shares of the Mutual Funds or making any other investments or deposits. M&T assumes no responsibility for, and is not liable for, investment performance or the ability of any investment to preserve Client's principal investment. Neither the Master Agreement nor these T&C constitutes delegation of Client's investment decisions to M&T or authorization of M&T to exercise discretionary control over Client's investment policies or implementation. M&T's functions pursuant to this Service are ministerial only. Not all Investment Options are offered to all M&T clients.

7. **Authorizations.** Client authorizes M&T to charge and credit the Account, make advances and payments on behalf of Client under the Note, and purchase and liquidate investments on Client's behalf in accordance with the Client Election Form and these T&C, in each case without further notice to or authorization by any person.

8. **Effect on Loan Documents and Other Agreements.** The terms of the Loan Documents are modified to include the terms of these T&C. However, these T&C do not modify or supersede the Loan Documents or the respective rights and obligations of Client and M&T provided in the Loan Documents or any other agreements, terms, conditions, rules, or regulations of M&T as may be applicable to the Line of Credit or the Account, including any requirements relating to minimum balances and service or other charges.

Cash Vault Service

The Cash Vault Service allows Client to have its Armored Courier deliver Client's coin, currency, and Items to a Cash Vault Facility for deposit into an Account.

Definitions

"**Armored Courier**" means a company contracted independently by Client to provide Deposit delivery or Change Order pick up transportation services.

"**Cash Vault Facility**" means each location of Client's Armored Courier designated by Client and permitted by M&T for the receipt of Deposits and the preparation of Change Orders.

"**Change Order**" means an order placed with M&T by Client for coin and currency that constitutes a withdrawal from an Account.

"**Deposit**" means coin, currency, and Items delivered on Client's behalf to a Cash Vault Facility for deposit into an Account.

"**Deposit Deadline**" means the indicated deadline in the User Guide for receipt of Deposits on a Business Day.

"**Discrepancy**" means a difference between the amount indicated on the deposit ticket and the actual amount of the related Deposit.

"**Item**" means any check or other non-cash item submitted for deposit to an Account.

Terms and Conditions

1. **Delivery of Deposits.** Client will have its Armored Courier deliver Deposits to one or more Cash Vault Facilities. Client is solely responsible for delivery of coins, currency, and Items to and from the Cash Vault Facility by its Armored Courier. Client must provide the name of its Armored Courier and the route information to its M&T representative prior to the delivery of any Deposits by such Armored Courier.

2. **Deposit Preparations and Deadlines.** Client shall comply with the User Guide for Deposit preparation and deadlines.

3. **Verification by Bank.** Deposits are processed in accordance with procedures established by M&T or its third-party processors. M&T will be deemed to have used due care if, upon opening each deposit bag delivered for Client by its Armored Courier, M&T or its third-party processor uses its standard procedures to verify the amount of the Deposit. If M&T's or its third-party processor's records conflict with Client's or its Armored Courier's records, M&T's or its third-party processor's records control.

4. **Crediting Deposits.** M&T credits an Account in the verified amount of each Deposit. Deposits received from Client on a Business Day prior to the applicable Deposit Deadline are credited to the Account on that Business Day. Deposits received from Client on a Business Day after the applicable Deposit Deadline are credited to the Account on the next Business Day.

5. **Change Orders.**

   (a) Payment for Change Orders. M&T may debit the Account for the amount of each Change Order on the Business Day that the order was placed (or anytime thereafter).

   (b) Security Protocols for Change Orders. M&T, or its vendor, will provide Client with (i) a Client location identifier and a Client location password, or (ii) information necessary for web order access, which Client must use when placing Change Orders.

6. **Discrepancies.** The total listed on the deposit slip for any Deposit is provisional until verified by M&T, and any Discrepancy identified in the verification process may be corrected by M&T. Client authorizes M&T to debit or credit its Account for any Discrepancy amount. Client may request notification for currency Discrepancies greater than $100, by telephone, to the location contact designated by Client, generally within one Business Day after deposit verification by M&T (or later if the Discrepancy is identified at a later time). Client may request a copy of all supporting documentation available for a Discrepancy by contacting M&T's Cash Vault Customer Service within 90 days of a Deposit.

7. **Foreign Currency.** M&T may but, is not obligated to: (a) accept foreign deposit coin and currency of any foreign nation or checks drawn on accounts in a foreign currency ("**Foreign Deposits**"); (b) make available coin and currency of a foreign nation ("**Foreign Change Orders**"); and (c) limit the Cash Vault Facilities at which it will accept Foreign Deposits or make available Foreign Change Orders. Foreign currencies are credited to or debited from the Accounts in U.S. dollars at M&T's exchange rate in effect on the Business Day of the transaction, unless Client has an Account in the same foreign currency and has prepared an appropriate deposit or withdrawal slip for the transaction. M&T's records are conclusive evidence of the value of any currency exchanged. Please note that this Service excludes from its scope checks denominated in foreign currency and drawn on foreign banks. For information on how Client can deposit foreign checks, Client should consult the "Cash Vault Services Deposit Preparation and Order Guide."

Check Block Service

Under the Check Block Service, M&T will detect and refuse to pay (or return unpaid) all checks and drafts and certain other debit requests from an Account.

Terms and Conditions

1. **Check Block.** For each Account with this Service, M&T will refuse: (a) to pay (and will return unpaid) any check or draft presented to M&T for payment against the Account; (b) any non-electronic transfer debit request, including transfers or withdrawals originated at an M&T branch; and (c) to process debit card activity. Client waives any claim of wrongful dishonor associated with any check or draft drawn on an Account that M&T refuses to pay (or returns unpaid).

Some types of debits, including ACH Debit Entries, wire transfers, and book transfers via a Website, will not be blocked under this Service.

2. **No Notice of Presentment or Return of Checks or other Debits.** M&T will not provide any notice (including on the Statement) of the presentment or return of any check, draft, or other debit that M&T refuses to pay (or returns unpaid).

Check Image Service

The Check Image Service allows Client to receive Images for specified Accounts in an electronic format that Client can view, save to Client's electronic device, or print. Client can choose to have Images delivered via (i) CD-Rom, (ii) Direct Transmission, or (iii) a Website.

Definitions

"**Deposit Item**" means any check deposited or deposit ticket that is processed, imaged, and archived by M&T for an Account.

"**Image**" means an electronic reproduction of the front and back of an Item.

"**Item**" means any Paid Item or Deposit Item.

"**Paid Item**" means any paid check that is processed, imaged, and archived by M&T for an Account.

Terms and Conditions

1. **CD-Rom Image Service.** If elected by Client, M&T will deliver Images by CD-Rom (a) with the Statements for the relevant Accounts by the fourth Business Day after the end of the applicable Statement cycle; or (b) if Client is enrolled in the Account Reconciliation Service, with the reconciliation package within the timeframes set forth in the Account Reconciliation Service T&C. If Client elects to receive both Images of Paid Items and Deposit Items, those Images will be delivered on separate CD-Roms. To access the Images on the CD-Rom, Client must: (a) install the M&T-provided software; (b) accept the software end user agreement; and (c) enter the encryption key separately provided by M&T.
2. **Image Transmission Service.** If elected by Client, M&T will make Images available via Direct Transmission one Business Day after the end of the Statement cycle for the relevant Accounts. To access the Images, Client must install the M&T provided software and accept the software end user agreement.
3. **Website.** If elected by Client, M&T will provide access to Images via a Website on a daily basis, and Client will have access to such Images for seven years.

Check Management Service

The Check Management Service allows Client to access certain check-related services via a Website.

Definition

"**User**" means a person authorized by a System Administrator to use this Service for particular Account(s).

"**Outstanding Check**" means a check which appears in an Outstanding File (as defined in the Positive Pay Service terms).

"**ARP Account**" means an Account that is enrolled in the Full Reconciliation feature of the Account Reconciliation Service, or the Positive Pay or Payee Positive Pay features of the Positive Pay Service.

Terms and Conditions

1. **Enrollment in Website.** This Service involves utilization of a Website through which a System Administrator may set up Users.
2. **Service Features.** Currently, the following features are available through this Service:
   (a) Submit Stop Payment Requests. A User may submit a stop payment request to ask that M&T not pay a check written on an Account. The stop payment request must include all information required by M&T. M&T will review its records for the previous 18 months (or 60 days if the check was written on an ARP Account) to determine if the check has already been paid, and if so, M&T will not process the stop payment request. If M&T has no record that the check has been paid, M&T will use reasonable efforts to not pay when presented any check for which it receives a stop payment request (e.g., if the check has been paid before M&T has had a Reasonable Time to Act on the stop payment request). Client agrees that it will: (i) wait at least one Business Day after issuing a stop order before issuing a check to replace the check on which Client placed the stop order and (ii) be responsible for any losses arising from its failure to do so. Client is solely responsible for: (i) determining whether a check was paid more than 18 months (60 days if the check was written on an ARP Account) prior to the stop payment request; (ii) verifying whether M&T sent an electronic confirmation of receipt of the stop payment request; and (iii) verifying whether a stop payment was actually placed.

   Please note that for ARP Accounts, the check must be an Outstanding Check for the stop payment request to be processed. If the check is not an Outstanding Check, M&T will not process Client's stop payment request.

   (b) Cancel Stop Payment Requests. A User may cancel a previously submitted stop payment request through the Website. M&T is unable to cancel a stop payment request if the check subject to such request has already been presented for payment and returned (or is in the process of being returned) before M&T has had a Reasonable Time to Act on the cancellation request. M&T will use reasonable efforts to cancel any stop payment request.

   (c) Submit Check Inquiry Requests. A user can submit a check inquiry request to determine if a check has been paid within the immediately preceding 60 days. Please note that the response to a check inquiry may not classify a check as "paid" if the check was presented and paid at an M&T Branch on the same day the check inquiry was made.

Commercial Online Statement Service

The Commercial Online Statement Service allows Client to receive Statements for Accounts in an electronic format, a paper format, or both an electronic and paper format.

Definition

"**User**" means a person authorized by a System Administrator to use this Service for particular Account(s).

Terms and Conditions

1. **Set-Up of Service and Authorization.** This Service is available through a Website. Client's System Administrator may add or remove other Users and Accounts. The System Administrator may choose to add Users for an Account even though that User may not be an authorized signer on that Account. Client authorizes each User to have full access to view, save, and print all Statements and Notices for the Accounts. M&T is not obligated to monitor access to the Accounts via this Service.

2. **Security Protocols.** The Security Protocols for this Service require Users to input access codes (e.g., user IDs and passcodes) that may be changed through the Website.

3. **Service Options.**

   (a) Elections. Client can elect to receive Statements in: (i) an electronic only format that Client can view, save to Client's electronic device, or print; (ii) a paper only format; or (iii) both an electronic and paper format. For the Commercial Online Statement Service, any User can make such elections through the Website, and that User's elections apply for all purposes with respect to that Account. For the Online Statement Service, only a System Administrator can make such elections through the Website. M&T is not obligated to notify Client of elections made.

   (b) Electronic-Only Statements Option. If Client elects to receive Statements for an Account solely in an electronic format, M&T may discontinue delivery of paper Statements (e.g., if Client receives paper Statements with front and back images of checks, M&T may continue to send paper Statements). Additionally, for as long as M&T is required by Law to keep a copy of any Statement, Client may request a paper copy of the Statement. Client must pay any charges for the paper copy. Client's request for the paper copy does not constitute a request to discontinue receipt of electronic Statements.

   (c) Email Notice.

      (i) Whenever a Statement is available to Client on the Website, M&T will notify Client at the most recent email address Client has provided for use with this Service (the "**Email Notice**"). If there are multiple Users, each User may receive his/her own Email Notice, and an Email Notice may cover numerous Accounts. Each electronic Statement will be available to Client through the Website for seven years so long as the Account remains open and Client continues receiving this Service.

      (ii) The Email Notice is generally the only notice M&T will send to Client about the availability of Statements on the Website, unless Law requires otherwise. The Email Notice constitutes delivery of the Statement to Client, whether or not Client or any of its Users view or print the Statement and whether or not the Users receiving the Email Notice are authorized signers on the Account.

      (iii) Client should not respond to any Email Notice by email, and M&T is not obligated to act on any such email response.

      (iv) If the Email Notice is returned as undeliverable, M&T will send Client a written letter advising that a new Statement is available and that M&T is unable to successfully deliver the Email Notice. M&T may immediately terminate this Service if an Email Notice is returned as undeliverable three consecutive times.

   (d) Termination of Electronic Delivery. Client can elect to terminate this Service for one or more Accounts. Notwithstanding the Master Agreement, any termination of this Service by Client is not effective until M&T has had a Reasonable Time to Act on Client's Notice of termination, which may take as long as 60 days. M&T's provision of electronic Statements following Notice of termination shall satisfy any obligation of M&T to deliver Statements until termination of this Service. The closing of any Account automatically terminates this Service for that Account.

4. **Electronic Disclosure and Consent.** Client consents to M&T providing it with all Notices about this Service and the Accounts enrolled therein in an electronic format. At Client's request, M&T agrees to provide Client with a paper copy of such Notices. If Client withdraws this consent, M&T will immediately terminate this Service.

Company and Account Limits Service

The Company and Account Limits Service enables Client to establish various types of Payment Order transaction Approval Limits. Once one or more Approval Limits are established, M&T will not process Payment Order instructions which exceed an Approval Limit. Once established, Approval Limits will be managed by M&T personnel through the Website's back-office console. This means that Client's System Administrator(s) or Client's other users will not have the ability or authority to change or modify Client's Approval Limits within the Website. In addition, once established, Client's Approval Limits will only be able to be added, modified and/or removed by Client submitting revised Approval Limits to M&T in a manner satisfactory to M&T. This means that once Approval Limits are established, Client's users will not be able to instruct M&T through the Website to process a transaction that exceeds an Approval Limit set by Client.

Definitions.

"**Account Level Transaction Approval Limit**" means the maximum aggregate dollar amount of Payment Orders initiated through the Website (Treasury Center) for a designated Account, that can be submitted for processing on each Value Date. Once an Account Level Transaction Approval Limit is reached, no further Payment Orders drawn on the designated Account will be processed. Please note the Account Level Transaction Approval limits are not able to be set up for ACH Origination.

"**Approval Limit**" means the maximum dollar amount of Payment Order instructions that can be submitted for processing by an individual or group of individuals within Client's Website setup.

"**Batch Approval Limit**" means the maximum dollar amount of all Payment Order(s) in an ACH batch file submitted to M&T for processing. A Batch Approval Limit only applies to ACH files and ACH transactions.

"**Daily Limit**" means, for a given Value Date, the maximum aggregate dollar amount of all Payment Orders across all Payment Types for all of Client's Accounts that can be submitted for processing.

"**Payment Type**" means the manner in which a Payment Order is processed; examples of Payment Types include ACH, Wire and Instant Payments.

"**Payment Type Limit**" means the maximum aggregate dollar amount of Payment Orders of a designated Payment Type for all of Client's Accounts that can be

submitted for processing.

"**Transaction Limit**" means the maximum dollar amount of a single Payment Order of a designated Payment Type that can be submitted for processing; Transaction Limits can vary by Payment Order Type.

"**Value Date**" means the Banking Day on which a Payment Order is to be processed or settled.

Establishing Approval Limits. Client can establish Approval Limits by submitting its desired Approval Limits to M&T in form acceptable to M&T. By submitting Approval Limits to M&T, Client is requesting that M&T establish on the Website Approval Limits at the limits instructed by Client and further to refuse to process any Payment Order and/or transaction that is submitted through the Website that is equal to or above the Approval Limits established by Client.

Removing, or Modifying Approval Limits. Client acknowledges and agrees that a previously established Approval Limit can only be removed or modified by submitting revised Approval Limit instructions to M&T in form acceptable to M&T. Client acknowledges and agrees that M&T will have a reasonable period of time to act between the submission of revised Approval Limit instructions and the removal or modification (as applicable) of the previously designated Approval Limits.

Certain Risks. Client acknowledges that establishing Approval Limits creates certain risks. By subscribing to this Service, Client agrees to accept the risks involved with limiting the processing of Payment Orders to only those which do not exceed one or more Approval Limits. For example, in the event of a large, unexpected need to transfer funds quickly, Client may find that one or more Approval Limits Client has established prevent it from transferring funds to Client's intended payee. Client also acknowledges that a user's failure to submit a Payment Order which doesn't exceed an Approval Limit is not the sole reason M&T may not process a Payment Order. Payment Orders equal to or under all applicable Approval Limits still must pass funding requirements and security review in order to be processed by M&T.

Hold Harmless and Indemnification. In addition to all obligations to indemnify M&T set out in the Agreement, absent M&T's gross negligence, Client agrees to hold M&T harmless and to indemnify and defend M&T (including without limitation for reasonable attorneys' fees), if M&T refuses to process a Payment Order which would exceed an Approval Limit, as well as all other losses Client may incur arising out of, or in connection with, M&T's performance of its obligations hereunder.

Controlled Disbursement Service

The Controlled Disbursement Service is a check presentment service that allows Client to maintain minimum sufficient balances in an Account to pay Items presented for payment from that Account. M&T will advise Client of the total amount of Items presented on a Business Day for payment against the Account. Client will then fund the Account in the amount reported.

Definition

"**Credit Entry**" means any credit Entry originated by Client to debit funds from an Account.

"**Item**" means any check, Credit Entry, Received Debit Entry, or other means to debit the Account (including any returned deposited Item or adjustments of any Item).

"**Received Debit Entry**" means any Entry originated by Client or a third party to debit funds from an Account.

Terms and Conditions

1. **Reports.**

   (a) Daily Reports. M&T will use reasonable efforts to make available to Client reports of the dollar amount that the Federal Reserve Bank of New York, the payment associations of which M&T is a member, and other banks have reported as the total amount of Items to be presented for payment against the Account on that Business Day as of their first presentment and second presentment. The report relating to the first presentment will be available by approximately 8:30 a.m. ET and the report relating to the second presentment will be available by approximately 9:00 a.m. ET. The daily reports will not include Items presented for payment over the counter or during the Business Day, such as same-day settlement Items. If presented, such Items may be paid from the Account, possibly resulting in an overdraft. In these situations, M&T will not assess overdraft fees (or interest in connection with the overdrafts) if there are sufficient available funds in the Account or a Concentration Account (as defined in Section 3(a) of these T&C) to pay such overdrafts at the end of the next Business Day when the Items to which the overdrafts relate post to the Account. M&T may charge Client a Service Fee for deferred posting of same-day settlement Items. Reports provided through this Service may reflect Items that do not actually post to the Account on the Business Day that the report is made available (e.g., checks with damaged MICR lines that require special handling), and M&T has no liability for Losses that Client may incur from the inclusion of those Items in the reports.

   (b) Detail Reports. If Client elects detail balance reporting, by approximately 9:00 a.m. ET each Business Day, M&T will also make available to Client a detail report (a "**Detail Report**") specifying: (i) the dollar amount, transaction code, and check number (where applicable) of each Item presented for payment against the Account on that Business Day; and (ii) each Item presented over the counter or other same-day settlement Items from the prior Business Day.

   (c) Availability of Reports. M&T will make all reports for this Service available to Client by the means indicated on a Client Election Form. M&T shall use reasonable efforts to make available the information within the time frames identified in these T&C.

2. **Stop Payment Requests.** Client may submit a stop payment request to ask that M&T not pay an Item included in a Detail Report. See the Check Management Services section for a complete description of how to submit Stop Payments requests to M&T via the Website.

3. **Funding.** By 3:00 p.m. ET each Business Day, Client shall ensure that the Account contains available funds sufficient to pay the total amount of Items presented to M&T for payment from the Account (the "**Presentment Amount**").

   (a) Zero-Balance. Client may designate the Account as a zero-balance account linked to such other of Client's deposit account(s) with M&T designated by Client as concentration accounts ("**Concentration Accounts**"). Funds will be transferred between the Account and Concentration Accounts as provided in the Zero Balance Account Service T&C.

   (b) Insufficient Available Balances. If (i) the available balance in the Account or (ii) where applicable, the aggregate available balances in the Account and the Concentration Accounts are insufficient to pay the Presentment Amount on any Business Day, M&T may, but is not obligated to: (x) withdraw funds from any other account maintained by Client with M&T up to the shortfall amount and transfer such funds to the Account; (y) return Items for which there are not sufficient available funds to pay in full; or (z) extend credit to pay all or any part of the shortfall, which credit constitutes an overdraft.

4. **Other Client Representations.** In addition to the representations in the Master Agreement, Client represents that: (a) it will not use this Service to delay

payment of its obligations; and (b) for so long as it uses this Service, it will maintain an available balance in the Account and any Concentration Account(s) or other funding account(s) linked to the Account, which available balance is sufficient to cover all Items and other debits payable from the Account at the times such Items and debits post to the Account.

Direct Connect Service for Financial Management Software

The Direct Connect Service ("**DCS**") for Financial Management Software ("**FMS**") allows Client to access eligible Account information directly through its financial management software or online service provider.

Terms and Conditions

1. **Set-up of Service.** Client acknowledges that to use the DCS, it must separately obtain and maintain a valid license with its FMS Provider. Neither M&T nor the FMS Provider, makes any warranties or accepts any liability for such software or online access. Your license agreement with the provider of your Financial Management Software may restrict the duration of your online access, and M&T is not liable for any such limitations or restrictions.
2. **Permissions and Access to Information.** Client's System Administrator must establish user permissions for Authorized Representatives to access account data through the DCS. Client's System Administrator authorizes each Authorized Representative permissioned for the DCS to have a token and prior day reporting for the Account(s).
3. **Security.** Each user of the DCS must enter the user's Username and token for M&T services within its FMS Provider's software or online platform for Account data to be sent to such FMS Provider.
4. **Account Data.** The DCS will retrieve the most recent 90 days of prior day account data, or if the service has been implemented for fewer than 90 days, data will be available from the next business day after the implementation of the DCS. Only eligible deposit Accounts may be included in the DCS and not all types of Account information may be available. The DCS will not be able to pull prior day account data at certain times, currently approximately between midnight and 6:30 am ET (these times may vary).
5. **Limitations.** In addition to and without limiting the Master Agreement and to the extent permitted by Law
   (a) Client understands and agrees that the information and DCS is provided "as is" and "as available" and M&T make no warranties and has no liability as to
      (i) Client's access and use of financial management software or services, which are subject to the terms of the license agreements with Client's FMS Provider;
      (ii) the accuracy, completeness, availability or timeliness of the information, text, graphics, or other items to which Client has access through its financial management software or service or Client's reliance on such information, including for example if information includes transactions that have not settled or been completed;
      (iii) errors or omissions in the delivery or transmission information from us to Client and Client's FMS Provider;
      (iv) the fitness for a particular purpose and non-infringement of any third-party rights;
      (v) unauthorized access, misuse or alteration of Accounts or Account information; or
      (vi) inability to access information or the DCS (including failure of electronic or mechanical equipment, interconnect problems with telephone providers or Internet service providers, natural disasters, strikes, or other labor problems)
   (b) Client understands and agrees that
      (i) statements M&T generates are the official record of account transactions, positions and balances and the information Client downloads is for tracking purposes only and should not be considered an official record;
      (ii) M&T does not automatically update account information download to Client's financial management software or service, and Client must update that information as it deems appropriate;
      (iii) Client assumes all risk that unauthorized third parties may access any information, including for example if Client downloads and stores it in its financial management software or service, and Client is solely responsible for any resulting damage to the computer (or other electronic device or network) to which it downloads or sends any information.
6. **Disabling DCS.** Your financial management software may provide the option of disabling selected features of the service; however, you must provide Notice to M&T to disable any feature of the DCS.
7. **Fees.** M&T may charge Service Fees to use the FMS Service and your Internet, telephone, and/or mobile device service provider may also assess fees and bill them separately.

EDI Reporting Service

The EDI Reporting Service allows Client to receive detailed file output or reports of information ("**Reports**") for Received Entries, including company name, company description, individual name, individual ID/customer ID, dollar amount, and properly formatted associated addenda information. This Service translates payment remittance data that is received by M&T into a Report in EDI 820 format or an M&T offered proprietary flat file output. Client can then convert such Report into a "human readable format" using its software.

Definitions

"**Received Entry**" means any credit or debit Entry originated by a third party and received by Client to credit or debit funds to or from an Account, as applicable.

"**Entry**" means an electronic payment processed through the ACH network.

"**SEC Codes**" means the Standard Entry Class Codes created by Nacha and used to describe Entries.

Terms and Conditions

1. **Reports.** Client must select either the EDI 820 format or a M&T's flat file format. If Client selects the flat file format for Reports, a mapping and testing period is required. Client may designate whether to have: (a) M&T report all or selected SEC Codes, regardless of the selected file format; and (b) the Reports made available daily, weekly, monthly, or as otherwise agreed by M&T. For daily reports, M&T shall use reasonable efforts to make the Reports available by 8 a.m. ET each Business Day for which a Received Entry was settled on the prior Business Day. Reports, other than daily reports, contain information for the period covered by the Report. Reports will be made available through the M&T channel selected by Client.
2. **Restriction on Use.** Client may not use the ACH Special Reporting Service for any Account for which Client uses this Service.

Electronic Account Analysis Service

The Electronic Account Analysis Service allows Client to receive monthly Account analysis fee and balance information in EDI 822 or other M&T-provided format ("**Format**"), which Client can utilize for its own analysis of its Accounts.

Terms and Conditions

1. **Software and File Layouts.** Client must: (a) use commercially available software or an in-house system that can accept the Format; and (b) be able to receive the information through M&T's standard file layouts. For the EDI 822 Format, Client must select the 3040, 4010, or other version offered by M&T.
2. **Receipt of Reports.** M&T shall use reasonable efforts to create the Electronic Account Analysis file by the end of the 5th Business Day of each month for the previous month's analysis statement.

Escrow Online Service

The Escrow Online Service is accessible through the Website and allows Client to manage one or more checking accounts (each a "Master Account") in Client's name and link to a Master Account, savings accounts opened by Client in a fiduciary or constructive trust capacity, so that Client can hold certain sums in escrow in connection with Client's business operations.

Definitions

"**Master Account**" means a single non-interest-bearing checking account established in Client's name.

"**Escrow Online Service Account**" means collectively, a Master Account and all of such Master Account's linked Sub-Accounts.

"**Escrow Online Service Allocation Form**" means a M&T form which can be used by Client to open, close, or modify (e.g., modify the mailing address associated with a Sub-Account) a Sub-Account.

"**Escrow Online Service**" means the service made available by M&T via the Website through which Client may manage its Escrow Online Service Account(s) as provided herein.

"**Sub-Account**" means one or more interest-bearing savings sub-accounts and/or one or more non-interest-bearing savings sub-accounts held on behalf of another party (each, a "Sub-Account" and collectively, the "Sub-Accounts") linked to a Master Account.

Terms and Conditions

1. **Scope.** These Escrow Online Service terms and conditions apply to each deposit account that Client opens as part of an Escrow Online Service Account for the purpose of handling the funds of another party in a fiduciary or constructive trust capacity (e.g., landlord, building manager, attorney, homebuilder, title company, condo, co-op, funeral service provider) and that Client accesses and manages through the Website.
2. **Opening, Modification, and Closing of Master Accounts.** Client cannot open a Master account via the Website. In order to open a Master Account, Client must open an M&T Escrow Services Deposit Account at their local M&T branch or by submitting M&T Escrow Services Deposit Account opening forms to M&T.
3. **Opening, Modification, and Closing of Sub-Accounts.** Client may open a Sub-Account, change an existing Sub-Account, or close an existing Sub-Account via the Website using the Escrow Online Service. Client hereby authorizes any representative acting on its behalf to use the Escrow Online Service to manage Sub-Accounts, including open a new Sub-Account, changing an existing Sub-Account, or closing a Sub-Account.
4. **Deposits and Withdrawals.** Client may deposit funds into and withdraw funds from an Escrow Online Service Account only by depositing funds into and withdrawing funds from a Master Account. No deposits or withdrawals can be made directly to or from a Sub-Account.
   (a) Deposits. Client may deposit funds into a Master Account by any means M&T makes available. Funds deposited into a Master Account will remain in the Master Account and will not earn interest until Client allocates such funds to one or more Sub-Accounts via the Website using the Escrow Online Service. Client can also allocate funds from a Master Account to a Sub-Account by completing an Escrow Online Service Allocation Form and submitting it to M&T following the instructions contained in the M&T Escrow Services Deposit Account opening form provided to Client at the time it opened its M&T Escrow Services Deposit Account.
   (b) Withdrawals. Client may withdraw funds from a Master Account by any means M&T makes available, including by check. Prior to or immediately following a withdrawal from a Master Account, Client must indicate the Sub-Account(s) from which funds are to be deducted to cover the withdrawal from the Master Account. Client can use the Escrow Online Service to allocate funds between the Master Account and Sub-Accounts. Interest earned on each Sub-Account is available for withdrawal from the Master Account after such interest is credited to the Sub-Account on a monthly basis.
5. **Access via Escrow Online Service Module.** To use the Escrow Online Service, Client must designate one or more Customer Administrators. Client's Global Administrator is automatically a Customer Administrator and has the power to appoint additional Customer Administrators, who have the power to manage Escrow Online Service Accounts and perform all functions permitted within the Escrow Online Service
6. **Administrative Fees.** If Client opens an Escrow Online Service Account to hold lease security deposits and Client indicates via the Escrow Online Service Setup Form that it is entitled to an administrative fee under applicable state law, M&T will designate all or a portion of the interest earned on the Sub-Accounts as Client's administrative fee in accordance with Client's instructions, subject to any limitations set forth in the Lease Security Deposit Accounts Specific Features and Terms (a copy of which Client hereby acknowledges as having received from M&T). Client represents and warrants to M&T that Client is legally entitled to

all such administrative fee payments made to Client in accordance with its instructions.

7. **Responsibility for Compliance.** Client, as the fiduciary or other entity opening the Escrow Online Service Account, is solely responsible for the proper management, allocation, and disbursal of all funds held in the Master Account and Sub-Accounts (including any interest earned thereon), including, but not limited to, the payment of any administrative fee to Client in accordance with Client's instructions, and for compliance with any law, regulation, agreement, rule, and/or document applicable to such funds. Client agrees that (i) it will pay to the relevant principal all funds held in that principal's Sub-Account (including any interest earned thereon) to the extent required by the terms of any law, regulation, agreement, rule, and/or document applicable to such funds, and (ii) it will not take, utilize, withdraw, or request distribution of any funds held in a Sub-Account (or any interest earned thereon), except to the extent permitted by the terms of any law, regulation, agreement, rule, and/or document applicable to such funds. If Client indicates that it wishes to be paid any such funds (including interest earned thereon), including as an administrative fee, Client hereby represents and warrants to M&T that the relevant principal has no right to claim such funds under the terms of any law, regulation, agreement, rule, and/or document applicable to such funds and, in the event the relevant principal does have a right to such funds, Client shall promptly pay such funds to that principal. Client is solely responsible for paying any funds held in a Sub-Account (and/or any interest earned thereon) to the relevant principal at such times or intervals as required by the terms of any law, regulation, agreement, rule, and/or document applicable to such funds. Client agrees to notify M&T when the funds allocated, or that should have been allocated, by Client to a Sub-Account have become abandoned property under the abandoned property laws and regulations applicable to such funds and to provide M&T with all information necessary for M&T to comply with such abandoned property laws and regulations. Client acknowledges that it is Client, and not M&T, that has a relationship with the beneficial owner of each Sub-Account and knowledge of the full amount of funds belonging to each such beneficial owner and, in turn, knowledge of when the funds in each Sub-Account are to be considered abandoned under the applicable laws and regulations. Client acknowledges that M&T is relying solely upon Client for notification of, and information relating to, the abandoned nature of funds held by Client in each Escrow Online Service Account. In addition to all other indemnities contained in the Agreement, Client hereby releases and agrees to defend and indemnify M&T and to hold M&T harmless from and against any and all claims, liabilities, losses, damages, costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements) that M&T may suffer or incur at any time in connection with any mismanagement or wrongful disbursal of such funds or non-compliance with any such law, regulation, agreement, rule, or document applicable to such funds, including, but not limited to, abandoned property laws and regulations. Client acknowledges that Escrow Online Service Accounts are not designed to comply with the requirements of any State's or District's laws, regulations, or rules that may govern funds deposited in such accounts or to satisfy Client's obligations, including, but not limited to, those set forth in any State or District law relating to funeral escrow accounts, attorney escrow accounts, homebuilder/title company/condo/co-op escrow accounts, or lease security deposit escrow accounts, with respect to the beneficial owner of funds in any Sub-Account, including any obligation under applicable law or regulation to pay any prescribed rate of interest to the principal. M&T provides no representation or guarantee that the Escrow Online Service Account will ensure Client's compliance with applicable laws, regulations, or rules. Client shall be solely responsible for such compliance. M&T is not acting as escrow agent, trustee, or in any other fiduciary capacity with respect to any Escrow Online Service Account.

8. **Tax and Other Requirements; Representations and Warranties.** In addition to all other M&T account opening requirements, to open a Master Account or Sub-Account, Client must provide M&T with completed copies of all documentation that M&T requires in relation thereto, which may include the Internal Revenue Service ("**IRS**") Form W-9 (certification of taxpayer identification number) and/or applicable W-8 for each Master Account and Sub-Account, completed and signed by the beneficial owner of the funds in such account (e.g., for a lease security deposit, the relevant tenant). Without restricting any of its other rights, M&T may refuse to open any Master Account or Sub-Account for which an IRS Form W-9 and/or applicable W-8 and/or other certification of taxpayer identification number ("**TIN**") acceptable to M&T is not provided. The TIN associated with each Sub-Account must correspond to the title of such Sub-Account. By each such submission, Client: (i) assumes responsibility for any subsequent corrections to any Form 1099 reporting that may be necessary and **(ii)** assu liability and agrees to indemnify M&T for any Form 1099 reporting errors caused by an error in the TIN certification submitted by Client. If Client provides M&T with IRS Forms W-9 and/or W-8 obtained from the beneficial owners via an electronic system established by Client, Client represents and warrants to M&T that the design of the electronic system utilized by Client for such purpose will at all times (i) ensure that the information received from each beneficial owner is identical to the information sent by such owner, and, further, document all occasions of such beneficial owner's access that result in the submission of a completed Form W-9 or W-8, as applicable, for that owner; (ii) make reasonably certain that the person accessing the system and submitting the Form W-9 or W-8 is the person identified on that form; (iii) provide the same information as would be contained on the paper IRS Form W-9 or W-8, as applicable; (iv) be able to supply a hard copy of the electronic Form W-9 or W-8 if the IRS or M&T requests it; and (v) require as the final entry in each beneficial owner's submission an electronic signature by the beneficial owner whose name is on the Form W-9 or W-8 that authenticates and verifies the submission and that is made under penalties of perjury using the perjury statement containing the language of the paper W-9 or W-8, as applicable. M&T may, at any time, in its sole discretion, decline to accept electronically-submitted IRS Forms W-9 and W-8 provided by Client for Sub-Accounts linked to a Master Account or require paper forms to supplement previously applied electronically-submitted Forms W-9 or W-8, and, upon request by M&T, Client agrees to provide M&T with the required paper forms when opening Sub-Accounts within ten (10) days of such request. Any Sub-Account may be subject to backup withholding. In the event Client receives from M&T a Form 1099 for a beneficial owner for which Client has opened a Sub-Account, Client agrees to promptly deliver such Form 1099 to the relevant beneficial owner.

   Client represents and warrants to M&T, now and at all times it maintains an Escrow Online Service Account with M&T, that it: (i) has all the authority necessary and appropriate to open and operate the Master Account and each Sub-Account linked thereto, (ii) will obtain all the authority necessary to open, maintain, and manage any Sub-Account that it subsequently links to a Master Account, and (iii) will keep all information with respect to the beneficial owner of the Sub-Account up to date. Upon request, Client agrees to provide M&T with any documentation that M&T reasonably requests evidencing Client's authority to open and operate the Master Account and Sub-Accounts.

9. **Miscellaneous.** If more than one owner is named as the owner of a Sub-Account, such Sub-Account will be a joint and several Account. Notwithstanding the foregoing, no third party, including the owner(s) of any Sub-Account, shall have the right to exercise any control over, or to otherwise direct M&T with respect to, any Sub-Account or the Master Account. M&T will only accept instructions with respect to an Escrow Online Service Account from Client and its representatives. M&T reserves the right to close the Master Account and/or any Sub-Account at any time for any reason. By withdrawing or taking any interest or principal out of an Escrow Online Service Account, Client covenants and agrees to remit all such funds to the appropriate beneficial owner(s) of such funds. These Escrow Online Service terms and conditions (together with any other agreements, documents, and disclosures issued by M&T relating to an Escrow Online Service Account, including, but not limited to, M&T's CDAA and other commercial deposit account documentation, the Specific Features and Terms for Escrow Online Service Account, the Specific Features and Terms for the Escrow Online Service Sub-Account, and Lease Security Deposit Accounts Specific Features and Terms (if applicable), in each case as amended from time to time in accordance with their terms) constitutes the complete and exclusive expression of the terms of the agreement between the parties, and supersedes all prior and/or contemporaneous communications between the parties,

relating to the subject matter of these Escrow Services terms and conditions. The invalidity, illegality, or unenforceability of any provision of these Escrow Services terms and conditions shall not affect the validity, legality, or enforceability of any of the other provisions of these Escrow Online Service terms, which shall remain effective.

Funds Transfer (Wire) Service

The Funds Transfer (Wire) Service allows Client to initiate funds transfers (wires) from its Account. Transferring funds via wire offers customers a fast and efficient way to move money however, Client should understand that once a wire is completed it is considered final and irrevocable, so recovery of funds sent in error is often not possible.

Definitions

"**Book Transfer**" means any Funds Transfer from one Account to another Account.

"**Consolidated Payables File**" means a file submitted via Direct Transmission in connection with the Consolidated Payables Service that may include ACH, wire, automated check payments, Positive Pay/Payee Positive Pay, and commercial card transactions.

"**Control Totals**" means the total dollar amount and total number of Payment Orders contained in each File delivered to M&T using Direct Transmission.

"**Cross-Currency FX Transaction**" means an FX Transaction that involves both Client's purchase and sale of foreign currency.

"**File**" means any file containing information relating to one or more Payment Orders.

"**FX Wire Contact**" means each Authorized Representative authorized to be a wire contact in connection with Foreign Currency Payment Orders.

"**FX Settlement Day**" means a day that is: (a) a Business Day for M&T; and (b) a banking business day for the recipient financial institution in the jurisdiction in which it is located.

"**Foreign Currency Funds Transfer**" means a Funds Transfer associated with a Foreign Currency Payment Order.

"**Foreign Currency Payment Order**" means a Payment Order for a currency other than the denominated currency of the Account.

"**Foreign Funds Transfer**" means a Funds Transfer associated with a Foreign Payment Order.

"**Foreign Payment Order**" means any Payment Order that designates a recipient located outside of the U.S.

"**Forward FX Transaction**" means an FX Transaction where the requested Value Date is a future date specified by Client.

"**Funds Transfer**" for the purposes of these T&C means a funds transfer (wire) from an Account.

"**Integrated Payables File**" means a file submitted via Direct Transmission in connection with the Integrated Payables Service that may include ACH, wire, automated check payments, Positive Pay/Payee Positive Pay, and commercial card transactions.

"**Payment Order**" for the purposes of these T&C means an Instruction to initiate a Funds Transfer.

"**Repetitive Payment Order**" means a template for a series of Payment Orders that contain most of the same information but each of which must be individually initiated by a Transmitter.

"**Spot FX Transaction**" means an FX Transaction where the requested Value Date is one or two FX Settlement Days after the Business Day on which Client requested the FX Transaction.

"**Standing (Recurring) Payment Order**" means a Payment Order in an M&T approved format that authorizes and directs M&T, without further Instruction, to automatically execute Funds Transfers from an Account to a designated recipient account at specified times and in specific amounts.

"**Transmitter**" means an Authorized Representative authorized to deliver Payment Orders to M&T and, in the case of Direct Transmission, anyone who uses Direct Transmission purportedly on Client's behalf.

"**USD**" means U.S. Dollar.

"**Value Date**" means the FX Settlement Day that Client requests M&T to deliver the Payment Order amount to the recipient financial institution.

"**Wire Security Contact**" means each Authorized Representative authorized to provide Instructions to M&T with respect to any matter relating to this Service or Funds Transfers, including Funds Transfers performed outside of this Service, and to confirm Payment Orders.

"**Wire Telephone Transmitter**" means each Authorized Representative authorized to initiate and confirm Payment Orders using M&T's "Telephone to Wire Room" method.

Terms and Conditions

1. **Requesting Funds Transfers.** Payment Orders and Standing (Recurring) Payment Orders can be delivered as set forth in this Section. However, Foreign Currency Payment Orders can only be delivered as set forth in Section 12(a) of these T&C.

   (a) Payment Orders. Client may issue Payment Orders (other than Standing (Recurring) Payment Orders) by providing all relevant information about the Funds Transfer to M&T using any of the methods set forth in Section 2 of these T&C. Client may also establish Repetitive Payment Orders by: (i) delivering to M&T a completed Set-Up Form (if Client delivers Payment Orders using the "Telephone to Wire Room" method); (ii) a System Administrator establishing a wire template on a Website (if Client delivers Payment Orders using such Website); or (iii) delivering to FX Operations a completed Set-Up Form via email for use in connection with future FX Transactions. Templates cannot be used for Payment Orders delivered using Direct Transmission.

   (b) Standing (Recurring) Payment Orders. Client may issue a Standing (Recurring) Payment Order in the denominated currency of the Account by providing all relevant information about the Funds Transfers to M&T by any of the methods chosen by Client in this Section, and by using any such method, Client agrees to use and comply with the associated Payment Order Security Procedures.

      (i) In-Person: A Standing (Recurring) Payment Order may be delivered in-person at any M&T approved location. M&T will review: (A) the name of the

person purporting to sign such Standing (Recurring) Payment Order to verify that, according to M&T's records, such person's name is the same as the name of an Authorized Representative; and (B) the name and signature on the person's government issued identification to verify that they appear to be the same as the name and signature on such Standing (Recurring) Payment Order.

(ii) Email or Fax: A Standing (Recurring) Payment Order may be delivered to M&T by email or fax at M&T's designated email address or fax number. Client is responsible for ensuring that any such email or fax is sent to M&T in a secure manner. M&T will review: (A) the name and signature of the person purporting to sign such Standing (Recurring) Payment Order to verify that, according to M&T's records, such person's name and signature appear to be the same as the name and signature of an Authorized Representative; and (B) if sent by email, the email address to verify that, according to M&T's records, it is the same as an email address for an Authorized Representative. M&T will then call any Authorized Representative (including the same person who sent the form) at his/her phone number in M&T's records to confirm the Standing (Recurring) Payment Order.

(iii) Website: A Standing (Recurring) Payment Order may be delivered to M&T using a Website, and the provisions of Section 2(b) of these T&C apply.

A Standing (Recurring) Payment Order remains in effect until the earlier of when: (A) M&T has had a Reasonable Time to Act on a revocation Notice from Client; or (B) M&T has notified Client that it will not execute Funds Transfers based on such Standing (Recurring) Payment Order. Funds Transfers based on a Standing (Recurring) Payment Order are not verified by Payment Order Security Procedures but, are subject to the same terms that apply to other Funds Transfers.

2. **Payment Order Transmission; Payment Order Security Procedures.** By using any of the Payment Order transmission methods set forth below, Client agrees to comply with the applicable Payment Order Security Procedures associated with such method (along with any required or elected Security Protocols). Additional information on these transmission methods and their use is in the applicable User Guides.

(a) Telephone to Wire Room. If Client elects to deliver Payment Orders by calling M&T's Payment Services Department (Wire Room), a designated Wire Telephone Transmitter must use the M&T provided token to deliver such Payment Orders.

(b) Website. If Client elects to deliver Payment Orders through a Website, Client must designate a System Administrator to appoint and set up all Transmitters authorized to access and transmit information and Payment Orders using the Website. The Website must be accessed using Payment Order Security Procedures that require: (i) a log-in user ID; (ii) the use of the token provided by M&T for each Authorized Representative authorized to transmit Payment Orders through the Website (except that such token may not be required for Book Transfers, in which case a password will be required); and (iii) any other Security Protocols made available by M&T for delivering Payment Orders through the Website.

(c) Mobile Application. If Client elects to deliver Payment Orders through a Website and a System Administrator enables Transmitters to use the mobile application offered by M&T, such Transmitters will have the ability to transmit Payment Orders to M&T through the mobile application using wire templates previously established on the Website. The mobile application must be initially accessed using Payment Order Security Procedures that require: (i) a log-in user ID; (ii) the use of the token provided by M&T for each Authorized Representative authorized to transmit Payment Orders through the Website; and (iii) any other Security Protocols made available by M&T for delivering Payment Orders through the mobile application (the "**Initial Log-In**"). After the Initial Log-In, an Authorized Representative will have the option to transmit Payment Orders through the mobile application using Payment Order Security Procedures that require the following, instead of the Payment Order Security Procedures required for Initial Log-In: (i) a log-in user ID saved in the mobile application; (ii) the use of a biometric identifier (i.e., a finger scan or face imaging); and (iii) any other Security Protocols made available by M&T for delivering Payment Orders through the mobile application.

(d) Direct Transmission. If Client elects to deliver Payment Orders via Direct Transmission, the following Payment Order Security Procedures apply:

(i) M&T will provide Client with: (A) identifying information about a secure site for file transmission (the "**File Transmission Site**") to which Client will connect to send Files via Direct Transmission; and (B) a user ID and password to enable Client's system to transmit Files to the File Transmission Site. Client must send its Files to the File Transmission Site using its user ID and password and make use of a secondary means of File authentication acceptable to M&T, such as: (A) encrypting Files using M&T approved encryption technology; or (B) using an Internet Protocol (IP) address validation. Client may send its Files as part of a Consolidated Payables File or an Integrated Payables File using the above Payment Order Security Procedures.

(ii) Client must enter the Control Totals in the File header. If the Control Totals match the total dollar amount and number of Payment Orders in the File, M&T will process the File (subject to any secondary approval procedure). Otherwise, M&T will not process the File and will call the Wire Security Contact, in which event, Client must submit a new File with corrected Control Totals.

(iii) Secondary Approval Procedure. Client may elect to use a Website to approve Payment Orders submitted via Direct Transmission. M&T will upload the File containing the Payment Orders to such Website for Client's approval if the Control Totals match the total dollar amount and number of Payment Orders in the File. Client will then be required to log onto such Website and approve the File. Once approved, M&T will process the File.

(e) S.W.I.F.T. If approved by M&T, Client may deliver, or have a Forwarding Bank (as defined in the S.W.I.F.T. Request for Transfer Service Level Rules and Regulations) deliver, Payment Orders to M&T directly or through M&T's or Client's agent or a Forwarding Bank via the Society for Worldwide Interbank Financial Telecommunication ("**S.W.I.F.T.**"), provided: (i) if Client delivers the Payment Orders, Client must be a S.W.I.F.T. member; (ii) Client shall comply with and be bound by all applicable S.W.I.F.T. terms and conditions; and (iii) Client shall use and comply with the Payment Order Security Procedures (if any) required by M&T, S.W.I.F.T., or a Forwarding Bank.

(f) In Person. If Client elects to deliver a Payment Order in-person at an M&T approved location, the procedures described in Section 1(b)(i) of these T&C regarding Standing (Recurring) Payment Orders apply to such Payment Order (even if it is not a Standing (Recurring) Payment Order).

(g) FX Operations. If Client contacts M&T's Foreign Exchange Desk ("**FX Desk**") to request that M&T execute a foreign currency transaction (i.e., Cross-Currency FX Transaction, Forward FX Transaction, or Spot FX Transaction) offered by M&T ("**FX Transaction**"), Client must also deliver to the FX Operations Group ("**FX Operations**") an associated Foreign Currency Payment Order for the FX Transaction amount. Such Foreign Currency Payment Order may only be delivered by an Authorized Representative by emailing it to FX Operations' designated email address. M&T will review: (i) the name of the person purporting to deliver the Foreign Currency Payment Order to verify that, according to M&T's records, such person's name is the same as the name of an Authorized Representative; and (ii) the email address to verify that, according to M&T's records, it is the same as an email address for an Authorized Representative. M&T will then call any Authorized Representative (including the same person who sent the Foreign Currency Payment Order) at his/her phone number in M&T's records to confirm the requested Foreign Currency Payment Order.

3. **Additional Procedures.** In addition to the Payment Order Security Procedures, M&T may, but is not obligated to, implement, require, or offer additional Security Protocols for this Service, including those described in this Section (each, an "**Additional Procedure**"). The Additional Procedures are not part of the Payment Order Security Procedures but may mitigate fraud risk. Additional Procedures may include:

   (a) Call Back Verification. M&T may call back any Authorized Representative to verify the authenticity or accuracy of any Payment Order and reject or hold any Payment Order that it cannot verify to its satisfaction by the close of business on the Business Day the Payment Order is received. For U.S dollar wires, if one or more callbacks to an Authorized Representative is unsuccessful on the Business Day the wire request is requested, M&T will not process the wire request rather, M&T will hold the funds overnight and make one or more additional callbacks on the next Business Day. If an Authorized Representative is unable to be reached via callback on any such succeeding Business Day, M&T will not process the wire request.

   (b) Dual Authorization. Unless otherwise agreed to by M&T, Client must use a secondary approval procedure made available through a Website, including for the initiation of Payment Orders or the creation or maintenance of wire profiles. Regardless of any other provision in these T&C, M&T may: (i) require that any Payment Order delivered to M&T through a Website be initiated using one User ID assigned to an Authorized Representative and then approved using a different User ID assigned to another Authorized Representative ("**Dual Authorization**"); and (ii) reject any Payment Order that does not receive Dual Authorization.

   (c) Other. The Additional Procedures may include other security limits, controls, and options that Client can implement. Current Additional Procedures include:

      (i) Out-of-band authentication processes in connection with Client's use of a Website to deliver Payment Orders;

      (ii) Daily Website transfer limits for users and daily limits for each Funds Transfer initiated through a Website. If Client selects such a limit, it must regularly review any such limit to ensure it reflects Client's needs, risks, and circumstances; and

      (iii) Email alerts for Payment Orders.

   M&T RECOMMENDS THAT CLIENT SET UP AND IMPLEMENT THE ABOVE-MENTIONED ADDITIONAL SECURITY LIMITS, CONTROLS, AND OPTIONS, AS WELL AS ANY OTHER OPTIONS THAT M&T MAY NOTIFY CLIENT ABOUT. CLIENT UNDERSTANDS THAT ITS FAILURE TO DO SO INCREASES CLIENT'S EXPOSURE TO, AND RESPONSIBILITY FOR, UNAUTHORIZED OR FRAUDULENT TRANSACTIONS.

4. **Timing; Methods.** M&T will use reasonable efforts to accept and execute a Payment Order received before M&T's deadline on the Business Day of receipt. If M&T receives a Payment Order after the deadline on a Business Day or on a day that is not a Business Day, without any obligation to notify Client, M&T may execute such Payment Order on the next Business Day or cancel such Payment Order and require resubmission. M&T is not obligated to confirm receipt of a Payment Order. Generally, M&T uses the Fedwire Payment System ("**Fedwire**") for domestic external Funds Transfers (i.e., transfers made to an account at a recipient institution located in a Federal Reserve District, whether within or outside of the U.S.), the Clearing House Interbank Payment System ("**CHIPS**") for international external Funds Transfers (i.e., U.S. dollar payments to an account at a recipient institution in a foreign country that maintains a correspondent account with a New York bank that is a member of CHIPS), and S.W.I.F.T. for international Foreign Currency Funds Transfers. M&T's current Payment Order submission deadlines are:

	Book Transfers	**External Funds Transfers (other than tax payments) routed through Fedwire**	**External Tax Payments**	**External Funds Transfers routed through CHIPS**	**Any Funds Transfer executed for payment in a non-USD currency**
Delivered to the Wire Room via Telephone to Wire Room Service	5:00 p.m. ET	5:00 p.m. ET	4:00 p.m. ET	5:00 p.m. ET	3:00 p.m. ET
Delivered to M&T in person	4:00 p.m. ET	4:00 p.m. ET	4:00 p.m. ET	4:00 p.m. ET	3:00 p.m. ET
Delivered through Website (including mobile application)	6:15 p.m. ET (Treasury Center & mobile application)	6:15 p.m. ET (Treasury Center & mobile application)	4:30 p.m. ET	5:30 p.m. ET	3:30 p.m. ET
Delivered through Direct Transmission (straight-through-processing)	6:15 p.m. ET	6:15 p.m. ET	Not Available	6:15 p.m. ET	Not Available
Delivered through FX Operations	Not Available	Not Available	Not Available	Not Available	Spot FX Transaction: 4:00 p.m. ET on Business Day Client requests Spot FX Transaction Forward FX Transaction: 4:00 p.m. ET one or two Business Days before the Value Date depending on the currency

5. **Payment Networks, Correspondents, and Funds Transfer System Rules.** M&T may execute a Funds Transfer using any Correspondent, including any payment network, or route M&T determines, including S.W.I.F.T., CHIPS, and Fedwire. Each Payment Order must specify a recipient institution that can receive Funds Transfers through the Federal Reserve System or CHIPS (or a correspondent of such recipient institution). M&T's ability to execute a Funds Transfer is subject to the funds transfer system rules and capabilities of each Correspondent. Notice of receipt by the recipient of the Funds Transfer, if received by M&T from any Correspondent, is conclusive proof of payment to the recipient. If M&T informs Client of any 'value date' or estimated date that the Funds Transfer may arrive

at the recipient bank, such information is only an estimate and not a guarantee that the Funds Transfer will be deposited in the recipient's account by that date.

6. **Funds Availability.** M&T has no duty to execute a Payment Order if the Account lacks sufficient available funds or to check the Account to determine if there are sufficient available funds. Credit for incoming Funds Transfers is provisional and may not be available to cover outgoing Funds Transfers on the same Business Day. If M&T elects to execute a Payment Order despite insufficient available funds in the Account, overdraft fees may apply.

7. **Requests to Cancel or Amend Payment Order.** Client is put on notice that Payment Orders are considered final and irrevocable. Once completed, the consent of the beneficiary's bank and in some cases the consent of the beneficiary is needed in order to recover transferred funds, if there are any funds left to recover. Client may request M&T to recall or amend a Payment Order after it has been sent, but M&T is not obligated to assist Client in its recovery efforts. M&T may also condition its assistance upon Client agreeing to make M&T whole for all costs of recovery. Client is remined that, as completed Payment Orders are considered final, M&T efforts to recall or amend a Payment Order will not always be successful as it will require the consent of third parties outside of M&T's control.

8. **Return of Funds Transfer.** If the Funds Transfer amount (or any part thereof) has been returned to M&T, M&T will refund the returned amount less M&T's fees and expenses and any fees, expenses, and taxes imposed by any Correspondent or Governmental Authority. When any refunded funds are in a foreign currency, M&T will: (a) remit USD at M&T's buying rate for such currency after the date of refund of the funds to M&T; or (b) hold such foreign currency for the account and sole risk of Client.

9. **Accounting Corrections.** M&T may reverse any erroneous credit or debit to an Account and any provisional credit or debit that M&T cannot confirm as final.

10. **Incoming Funds Transfers (Drawdowns).** If Client initiates, through an M&T approved system or channel, a drawdown Payment Order for the credit of funds to an Account ("**Drawdown**"), Client directs M&T to send a wire transfer Instruction to a financial institution (or to M&T with respect to another client's account) through Fedwire to effect a wire transfer from another person's (or another client's) account at the financial institution (or M&T) to an Account. Each time Client initiates a Drawdown, Client represents and warrants to M&T that such other person has duly authorized Client in writing to debit such person's account for the related wire transfer amount and to credit those funds to an Account. Client shall promptly provide M&T written evidence of such authorization upon request. If the authorization has been terminated, Client may no longer initiate a Drawdown to such person's account. Incoming Drawdown funds will be credited to the Account on the Business Day M&T receives settlement of such funds.

11. **Foreign Funds Transfers.**

    (a) Unless Client requests otherwise, any Foreign Funds Transfer will be sent in the denominated currency of the Account. A Foreign Funds Transfer may be converted into a currency other than the denominated currency of the Account by a Correspondent, regardless of Client's Instructions. If Client requests that a Foreign Funds Transfer be made in a currency other than the denominated currency of the Account, the transaction will be governed by Section 12 of these T&C. If Client does not request that a Foreign Funds Transfer be made in a currency other than the denominated currency of the Account, but it is nevertheless converted into another currency by a Correspondent, the rate of exchange will be determined by the Correspondent or applicable Governmental Authority.

    (b) Client assumes and bears all transactional, sovereign, and other risks incurred arising out of Foreign Payment Orders and Foreign Funds Transfers.

    (c) Foreign Payment Orders (and associated Foreign Funds Transfers) are subject to banking and regulatory practices, laws, rules, regulations, and restrictions of: (i) foreign governments and foreign payment systems; (ii) U.S. government and U.S. payment systems; (iii) telecommunications networks; and (iv) any Correspondents. Client will reimburse M&T for any costs incurred by M&T in complying with such practices, laws, rules, regulations, and restrictions.

12. **Foreign Currency Funds Transfers.**

    (a) Requests. Foreign Currency Funds Transfers can be requested as provided in Sections 2(a), (b), or (g) of these T&C; provided, however, if the transmission methods set forth in Sections 2(a) or (b) are used, the FX Transaction request must be concurrently submitted with delivery of the Foreign Currency Payment Order. M&T may delay delivery of or reverse any FX Transaction if delivery of the Foreign Currency Payment Order is late or not received within a reasonable period of time (as determined by M&T).

    (b) Exchange Rate. M&T will debit the Account for the requested Foreign Currency Payment Order in the denominated currency of the Account after an exchange rate is applied to convert it into the requested currency. Information regarding the applicable exchange rate can be obtained by contacting M&T or may be provided to Client at the time it delivers the FX Transaction request. The exchange rate applied to a Foreign Currency Funds Transfer is based on the interbank exchange rate for large transaction sizes (typically $5 million and higher) between banks with similar credit ratings, and includes an amount retained by M&T (or its Correspondent) within that rate for exchanging the currency.

    (c) Debiting of Account.

        (i) Subject to industry standard settlement convention, the amount of a validly delivered Foreign Currency Payment Order will be debited from an Account on: (A) for a Spot FX Transaction, the Business Day Client requests the Spot FX Transaction; and (B) for a Forward FX Transaction, one or two Business Days before the Value Date, depending on the currency; provided that:

            (x) if there is a Risk Limit, the Foreign Currency Payment Order amount will be debited from an Account on the Value Date; and

            (y) if the Foreign Currency Payment Order is related to a Cross-Currency FX Transaction, Section 12(c)(ii) of these T&C applies.

        (ii) Cross-Currency FX Transactions. For a Cross-Currency FX Transaction, the related Foreign Currency Payment Order amount is not debited from an Account in processing the associated Funds Transfer. Instead, Client transfers to a designated M&T account the amount of foreign currency Client is selling, and M&T transfers from an M&T account the Foreign Currency Payment Order amount for Client's purchase of foreign currency. Further, subject to industry standard settlement convention:

            (A) If there is a Risk Limit, the full amount of the foreign currency sale amount must be received by M&T on or prior to the Value Date; and

            (B) If the is not a Risk Limit, the full amount of the foreign currency sale amount must be received by M&T one or two FX Settlement Days before the Value Date, depending on the currency.

        (iii) UCC-4A. Notwithstanding that the Foreign Currency Payment Order amount may be debited from an Account and then credited to an internal M&T account prior to M&T executing the associated Funds Transfer (and, with respect to Cross-Currency FX Transactions, the Foreign Currency Payment Order amount is not debited from any Account, but is transferred from/to M&T accounts as described in Section 12(c)(ii) of these T&C), the parties

agree that: (A) UCC-4A applies to the Foreign Currency Payment Order (and associated Foreign Currency Funds Transfer); and (B) such transaction is not to be considered an ACH entry, and M&T's ACH Origination Service T&C and the ACH Rules do not apply.

(d) Risk Limit. M&T may periodically establish a risk limit ("**Risk Limit**") for settlement risk exposure regarding the aggregate USD-equivalent amount of outstanding Foreign Currency Payment Orders relating to FX Transactions that M&T has processed for Client but that have not yet settled. M&T may reject or delay Foreign Currency Payment Orders that would cause the amount of these Foreign Currency Payment Orders to exceed the Risk Limit. M&T has no obligation to advise Client of the Risk Limit then applicable to the Account but will do so upon request.

13. **Charges.** In addition to Services Fees, other fees, charges, foreign exchange commissions, interest, expenses, or taxes (collectively, "**Charges**") may be charged or collected by Correspondents and Governmental Agencies in connection with the processing, execution, acceptance, transmission or receipt of any Payment Order. Charges may be deducted from the principal amount of any Funds Transfer, debited from the Account, or debited from the recipient account. ACCORDINGLY, THE AMOUNT RECEIVED BY THE RECIPIENT OF A PAYMENT ORDER MAY BE LESS THAN THE ORIGINAL PAYMENT ORDER AMOUNT. M&T may receive a portion of Charges, including as a rebate, revenue share, commission or other payment. M&T is not obligated to determine or advise Client of the amount of the Charges. M&T may route a Payment Order through a Correspondent that imposes higher Charges than those imposed by other Correspondents.

14. **Rejection of Payment Orders by M&T.** M&T may reject any Payment Order for the reasons set forth in these T&C and the Agreement.

15. **Financial Institution Clients.** If Client is a financial institution, and uses this Service to transmit to M&T Remittance Transfer Instructions (as defined in the Remittance Transfer Laws) that are provided to Client by Client's Customers who are Senders (as defined in the Remittance Transfer Laws), M&T will process such Instructions as if they are wire transfers that are not Remittance Transfers, and, accordingly, will not provide Client with the Dodd- Frank Consumer Payment Service (if Client is enrolled in such Service). "**Remittance Transfer Laws**" means the Electronic Fund Transfer Act as amended by Section 1073 of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the Bureau of Consumer Financial Protection Regulation E (Subpart B - Remittance Transfers).

Image Deposit Cash Letter (IDCL) Service and Remote Check Deposit (RCD) Service

The Image Deposit Cash Letter (IDCL) and Remote Check Deposit (RCD) Services permit Client to make remote deposits to Accounts by scanning Items and transmitting the Data and Images of the Items to M&T to be deposited and credited to the Account. With M&T's approval, Client may also use either of these Services to deposit Remotely Created Checks.

Definitions

"**Bank**" means a bank as defined in Regulation CC, 12 CFR Section 229.2.

"**Data**" means the information scanned from an Item to be deposited, including the routing transit number, account number, check number, and amount of the Item.

"**Deposit**" means the Image and Data of an Item electronically transmitted to M&T for deposit into an Account.

"**File Transfer Protocol**" means a standard file transfer protocol adopted by M&T for use with the IDCL Service to transfer data from one computer to another over the Internet.

"**Image**" means the electronic representation of the front and back of an Item to be deposited to an Account, including the Data.

"**Item**" means a check or other instrument eligible for deposit into an Account, including Substitute Checks.

"**Mobile Device**" is defined in Section 7 of these T&C.

"**Regulation CC**" means the Availability of Funds and Collection of Checks Regulation, 12 CFR 229.1, et seq.

"**Remotely Created Check**" or "**RCC**" is defined in Regulation CC.

"**Scanner**" is defined in Section 7 of these T&C.

"**Substitute Check**" is defined in Regulation CC.

Terms and Conditions

1. **Deposits.**

(a) Client shall scan Items that it seeks to deposit into an Account using a Scanner (or a Mobile Device for the RCD Service), and electronically transmit the related Images and Data to M&T for deposit through a Website for the RCD Service or through a File Transfer Protocol for the IDCL Service. For the IDCL Service, the transmitted Images and Data must be encrypted.

(b) In addition to the Deposit, Client must provide the total dollar amount of Items included in the Deposit (the "**Deposit Amount**"). After scanning all of the Items in a Deposit, Client will reconcile the aggregate amount of such Items to the Deposit Amount. If Data from any Item cannot be read or is misread, Client shall correctly key such Data into the M&T specified file format prior to transmission to M&T.

(c) Each Item must be eligible for deposit as if it was being presented in person for deposit at an M&T branch. Only USD Items may be submitted to M&T through these Services. M&T may reject any Deposit, and shall provide notice of any rejection to Client not more than one Business Day following transmission of such Deposit.

(d) For the IDCL Service, Client must transmit Deposits using a File Transfer Protocol with the Data for each Item in a X9.37 or other M&T designated file format. If Client does not include the correct Data in the correct fields within the required file format for any Item within a Deposit: (i) such Deposit may be rejected in its entirety; or (ii) such Item may be rejected and returned unpaid or erroneously posted.

(e) M&T may establish a cut-off time ("**Cut-off Time**") for the acceptance of Deposits, which may be different than cut-off times for conventional deposits. M&T will use reasonable efforts to credit to the related Account any Deposits received by M&T prior to the Cut-off Time on the Business Day of receipt. Deposits received by M&T after the Cut-off Time will be credited to the related Account on the Business Day following the Business Day of receipt. M&T shall give Client notice of receipt of each Deposit using the same method used to transmit the Deposit to M&T. Any such notice indicates that M&T has received such Deposit, but such Deposit is still subject to review and processing prior to acceptance.

(f) Client shall not deposit any Item that has been previously deposited and agrees not to subsequently deposit any Item deposited through these Services.

2. **Items.**

(a) Preparation of Items. Each Image of each Item transmitted by Client must be legible. Client is solely responsible for any Loss associated with any illegible Image, and M&T has no obligation to review any Image to determine if it is legible. If Client is not a Bank, Client must endorse each Item prior to scanning with the following words (unless otherwise agreed by M&T): "For remote deposit only to account XXXXXXX, Name of Client," where "XXXXXXX" is the account number of the Account into which such Item is to be deposited, and "Name of Client" is the legal name of Client. If Client is a Bank, Client must (i) include with the Data a record indicating that Client was the Bank of first deposit of the Item; and (ii) endorse each Item in accordance with endorsement standards in Appendix D of Regulation CC.

(b) Originals and Copies. Upon M&T's request, Client shall promptly provide to M&T the original or a legible copy of the front and back of any Item (a "**Copy**"). If Client fails to produce an original or Copy of any Item, Client may be liable for claims of Losses against M&T by any subsequent recipient of a Substitute Check created from any Item if such Loss is related to the receipt of a Substitute Check instead of the original. Client must securely store, safeguard, and ensure the chain of custody of the original Items and Copies to prevent duplicate deposit of Items or employee fraud. Client shall destroy the original paper Item as soon as is reasonable in accordance with its retention policies. This Section survives any termination of this Service or the Master Agreement.

(c) M&T's Authorization to Endorse Items (For the RCD Service Only). M&T may add the image of an endorsement, an electronic endorsement, or a "virtual endorsement" to the Image of any Item, and such endorsement is legally enforceable against Client even though the endorsement did not appear and was not placed on the original Item. A Client that is not a Bank may request that the following "virtual endorsement" (or another "virtual endorsement" agreed to by M&T) be added to the Image of Items after scanning of such Items under these T&C: "Pay to the order of M&T Bank for deposit only to account XXXXXXX, Name of Client," where "XXXXXXX" is the account number of the Account into which such Item is to be deposited, and "Name of Client" is the legal name of Client. M&T has no liability for any Losses that directly or indirectly arise out of any image of an endorsement, electronic endorsement, or "virtual endorsement" added to the Image of any Item.

3. **Returned Deposited Items.** If M&T receives any electronic return item cash letters containing the Data and Image of any Item, M&T may: (a) generate a Substitute Check from such Data and Image and deliver such Substitute Check to Client; or (b) transmit the Data and Image to Client through electronic means mutually agreeable to Client and M&T, in each case thereby satisfying the requirements of notice of dishonor and delivery of a returned item.

4. **Remotely Created Checks.**

(a) With M&T's approval and if not prohibited by Law, Client may deposit RCCs using either Service. For each RCC included in a Deposit, Client represents to M&T that: (i) it has obtained proper authorization to create such RCC and debit the account indicated for the amount of the RCC; (ii) the RCC has been created solely for the purpose of collecting receivables due from Client's Customers as compensation for services rendered or goods purchased; and (iii) the Image and Data of such RCC was captured from a paper RCC.

(b) Client shall comply with any M&T required procedures to monitor: (i) Client's compliance with the Federal Trade Commission's Telemarketing Sales Rule (16 CFR Section 310) (the "**Telemarketing Rule**"), Regulation CC, and all other Laws pertaining to RCCs; and (ii) fraudulent activity. Upon request, Client shall provide to M&T all information and documentation regarding any RCCs. If Client is a seller or telemarketer (as defined in the Telemarketing Rule), Client will not use, attempt to use, or cause to be used either of these Services to deposit RCCs.

(c) Client shall pay the amount of any Substitute Checks or electronic return items created from Data and Images from RCCs previously deposited under either Service and returned to M&T. As between Client and M&T, Client waives any defense or claim it may have related to non-payment and the return of Substitute Checks or electronic return items created from Data and Images from RCCs previously deposited under either Service. Client shall not redeposit: **(i)** RCCs that have been previously returned to Client unpaid; or (ii) Substitute Chec or electronic return items created from Data and Images from RCCs it has previously deposited.

5. **Representations and Warranties.** For each Item that is part of a Deposit, Client represents to M&T that: (a) Client is entitled to enforce the Item; (b) all signatures required for transfer of the Item (including the endorsement of any third party payee) are on such Item and all such signatures are authentic and authorized; (c) such Item has not been altered; (d) such Item is not subject to a defense or claim of recoupment of any party; (e) Client has no knowledge of any insolvency proceeding with respect to the maker of such Item; (f) the Data accurately represents the routing transit number, the account number, the check number, and the amount of such Item; (g) the Image accurately represents the image of the front and back of such Item when scanned; (h) the Image of such Item is legible; (i) such Item has not been previously deposited; (j) such Item or an image of such Item will not be subsequently deposited unless it is returned unpaid for insufficient or uncollected funds; (k) the Item is not an RCC unless allowed to be part of a Deposit under Section 4(a) of these T&C and is not otherwise prohibited under Section 4(b) of these T&C; and (l) Client has no knowledge that such Item is subject to a stop payment order. Without limiting the foregoing, Client is deemed to make any representation and warranty that would have applied had Client deposited the original paper Item. In addition, Client is deemed to make to M&T any representation or warranty that M&T makes under Law to any person when M&T creates, transfers, or presents the Image or Substitute Check or electronic return item created from Data and an Image.

6. **Processing Deposits.** M&T will process each accepted Deposit by provisionally crediting the related Account (subject to applicable availability schedules) for the amount of such Deposit (subject to M&T's verification) and by: (a) printing or causing to be printed Substitute Checks; or (b) transmitting the Data and Image for each Item in such Deposit to a Federal Reserve Bank, correspondent Bank, clearinghouse, or directly to the bank on which such Item was drawn.

7. **Scanners & Mobile Devices.**

(a) Scanners & Mobile Devices. "**Scanner**" means a scanner that produces documents acceptable for processing by M&T. Each Scanner is part of the Client Systems. For the IDCL Service, Client must purchase or lease a Scanner. For the RCD Service, Client must purchase or lease a Scanner, unless M&T agrees to purchase a Scanner to be used by Client for such Service. If M&T purchases a Scanner for Client, M&T shall incur the purchase cost, provided that (i) if Client is a government entity, it will reimburse M&T for the cost of the Scanner, or (ii) if the RCD Service is terminated (other than by M&T without cause), M&T may require Client to return the Scanner or reimburse M&T for its cost. Client is solely responsible for any income or other taxes or duties assessed on Client arising out of M&T purchasing a Scanner. Client retains sole risk of liability, damage, or loss for each Scanner. M&T is not responsible for any failure of a Scanner to function as intended.

(b) Maintenance; Operation. M&T has no obligation to Client for the operation, maintenance, upkeep, fitness, or usefulness for the purpose intended of the

Scanners. Client is solely responsible for installing and connecting each Scanner to one or more personal computers which will be used to upload and transfer captured Images and Data to M&T.

8. **Liability.** M&T is not liable for any Loss arising out of: (a) any unauthorized use of the Scanner; (b) any duplicate, fraudulent, or unauthorized check, Image, MICR data, or Substitute Check; or (c) M&T's acceptance or creation of an Image, MICR data, or Substitute Check instead of presentment of the original paper Item. Client shall defend, hold harmless, and indemnify M&T and its Affiliates (and their representatives), any direct or subsequent recipient of a Substitute Check made from any Data or Image of any Item deposited in any Account, for any Losses that directly or indirectly arise out of the receipt of a Substitute Check instead of the original Item.

Information Reporting Service

With the Information Reporting Service, M&T makes certain account, transaction, and related information available to Client (collectively, "**Information**"). Client may have Information reported directly to it or, with respect to certain Delivery Channels, reported to another financial institution or entity based on Client's Instruction. Client also may direct other financial institutions to report Information to M&T.

Terms and Conditions

1. **Delivery Channels.** M&T may store, process, transmit, and make available the selected Information to Client through one or more delivery methods ("**Delivery Channels**"), including:
   (a) Website;
   (b) Mobile device application;
   (c) Direct transmission using a standard file transfer protocol adopted by M&T for use with this Service to transfer data from one computer to another over the Internet;
   (d) Secure data transmission;
   (e) Data exchange/incoming/outgoing; or
   (f) S.W.I.F.T.
2. **Receipt of Information by Client.** Client must be able to receive the Information through M&T's standard file layouts.
3. **Transmission of Information to Client.**
   (a) Client may choose to have the Information made available on a previous day basis, current day basis, or as otherwise agreed by M&T.
   (b) For certain Delivery Channels, M&T may permit Client to have M&T report the Information directly to another financial institution or entity that is able to receive the Information through M&T's standard file layouts.
4. **Data Exchange - Incoming.** If Client elects to have another financial institution report Information for Client's accounts at that institution through this Service, such other financial institution must send such information to M&T through the M&T standard file layouts for inclusion in the Information M&T makes available to Client. Client is solely responsible for ensuring that the appropriate authorization is provided to the other financial institution and to take all other actions necessary for M&T to provide this Service.

Instant Payment Service

The Instant Payment Service, sometimes referred to as "Real Time Payment Service" or "RTP Service," allows entitled Clients to initiate final and irrevocable domestic Funds Transfers from its Account to other Persons in real time through an Instant Payment Network. The Service also includes the ability to send and respond to zero dollar/non-payment messages through an Instant Payment Network.

Definitions

"**Instant Payment**" – means a low value Funds Transfer with immediate settlement/payment processed through an Instant Payment Network.

"**Instant Payment Network**" means an electronic payment channel processing low value Fund Transfers for immediate settlement/payment, such as the RTP Network operated by The Clearing House, a private sector payment facilitator and the FedNow Network operated by the Federal Reserve Bank.

"**Person**" means a natural person as well as a business, government or nonprofit entity.

"**Receiver**" means a Person that receives an Instant Payment or non-payment message through an Instant Payment Network.

"**Receiver Addressing Information**" means the information needed to send an Instant Payment to a Receiver (e.g., the Receiver's account number, routing number or other details associated with the Instant Payment).

"**Receiving Financial Institution**" means M&T, when Client is the Receiver, and the Receiver's financial institution, when Client is the Sender.

"**Repetitive Payment Order**" means a template for a series of Payment Orders that contain most of the same information but each of which must be individually initiated by Client.

"**Sender**" means the Person directing their financial institution to send an Instant Payment or non-payment message through an Instant Payments Network.

"**Sending Financial Institution**" means M&T, when Client is the Sender, and the Sender's financial institution, when Client is the Receiver. "Service Participant" means a financial institution, including M&T, that participates in an Instant Payment Network.

"**Transfer Amount**" means the amount of Payment Order.

Terms and Conditions

1. **Requesting Instant Payments.**

(a) Client may initiate an Instant Payment by submitting a Payment Order through a Website, Direct Transmission or such other channels as M&T may make available, using the Payment Order Security Procedures set forth in Section 5 below or as otherwise agreed to between M&T and Client. When Client submits a Payment Order, Client is required to provide all necessary Receiver Addressing Information and the Transfer Amount.

(b) Client may establish Repetitive Payment Orders by a System Administrator establishing a template on a Website (if Client delivers Payment Orders using such Website). Templates cannot be used for Payment Orders delivered via Direct Transmission.

(c) By submitting a Payment Order (including Repetitive Payment Orders), Client: (i) represents and warrants that the Instant Payment complies with theseT&C; and (ii) irrevocably and unconditionally authorizes M&T to debit the Transfer Amount, plus fees (if applicable), from the applicable Account, which M&T may debit immediately upon receipt of the Payment Order or at a later time. M&T reserves the right not to process any Payment Order if there are insufficient available funds in Client's Account at the time the Payment Order is submitted.

2. **Service Availability and Access**. The Instant Payment Service is typically available 24 hours a day, 7 days a week, including weekends and state and federal holidays. The Service may, however, be unavailable from time to time, including due to scheduled or unscheduled maintenance. Payment Orders transmitted or entered by Client during periods of unavailability may be received by M&T but may not be processed until the Service is available. M&T may also suspend or terminate Client's access to the Service at any time, including if M&T determines that Client used the Service in a way that violates these T&C. In addition, M&T may modify or discontinue the Service at any time.

3. **Limits on Instant Payments**.

(a) Limits on Transfer Amounts. Client may not send more than allowed by the operating rules of the Instant Payment Network through which the Instant Payment will be processed (collectively, "**Instant Payment Network Rules**") through the Service in a single transaction, provided that M&T may establish a lower single transaction limit for Client (the "**Per Transaction Send Limit**"). M&T may also establish limits on total daily, weekly or monthly transactions (the "**Total Transaction Send Limit**"). M&T may permit Client to set lower per transaction limits or total daily limits per Account or per Authorized Representative. M&T has no obligation to process (and Client will hold M&T harmless for any failure to process) any Instant Payment that, if processed, would exceed the Per Transaction Send Limit or Total Transaction Send Limit or any Client specified limits. M&T retains the right to periodically adjust the Per Transaction Send Limit or the Total Transaction Send Limit it sets at any time and will notify Client of such adjustments via a message posted on the Website or email.

(b) Limits on Types Instant Payments and Purpose.

(i) Client will not use the Service to make or receive any of the following types of Funds Transfers (each, a "**Prohibited Payment**"): (A) payments that violate or appear to violate any Law, including OFAC regulations; (B) payments to accounts domiciled outside the U.S.; (C) payments transmitted solely for the purpose of determining whether the Receiver Addressing Information is valid (a "**Test Payment**"), provided that Client may send a Test Payment if it has a bona fide need to do so to determine the validity of Receiver Addressing Information provided to it by a Receiver that wishes to receive a payment from Client; or (D) any other payment that violates the Agreement or Instant Payment Network Rules.

(ii) Client is permitted to use the Service solely for the purpose of making or receiving Funds Transfers: (A) on its own behalf; or (B) on behalf of Persons that are residents of or domiciled in the U.S. Any payment that violates the above restrictions is a Prohibited Payment.

4. **Risks Associated with the Instant Payment Service**.

(a) Client acknowledges that Instant Payments are irrevocable and cannot be reversed. Therefore, M&T advises Client that it should only use the Service to make payments to Persons it knows or has an established relationship with. If Client is contacted outside of the Service and asked for payment, Client should verify the identity, legitimacy and contact information of the requester and the Transfer Amount prior to submitting a Payment Order. If Client sends a payment to a Person it does not know, or Client does not verify the identity or legitimacy of all Persons that contact Client and request an Instant Payment, Client is hereby put on notice that it risks losing the full Transfer Amount of its Instant Payment.

(b) M&T does not provide buyer or other protection with respect to Instant Payments. So, Client cannot reverse or dispute an Instant Payment on the basis that:

(i) it is dissatisfied with the goods or services provided by the Receiver; (ii) the Receiver has failed to deliver goods or perform services, whether in whole or in part or in a timely manner; or (iii) Client wishes to return purchased goods or cancel pre-paid services.

(c) The Service does enable Client to request that a Receiver return funds to Client, but the Receiver is not obligated to do so. Client can request a return of funds from the Receiver in such circumstances as: (i) an incorrect amount of funds was transferred because Client entered the incorrect Transfer Amount, or (ii) funds were sent to an account other than Client's intended Receiver. If Client wishes to request that a Receiver return funds that Client sent through the Service (a "**Return Request**"), Client should contact M&T at 1-800-724-2240, Monday-Friday, 8:00am-6:00pm ET, or such other number(s) as M&T may communicate to Client from time to time. M&T may, but is not obligated to, transmit the Return Request to the Receiving Financial Institution through the applicable Instant Payment Network and/or indemnify the Receiving Financial Institution. Client acknowledges that M&T cannot guarantee that the Transfer Amount will be returned in whole or in part. By requesting that M&T transmit a Return Request, Client agrees to indemnify M&T for all Losses incurred, and will provide any additional indemnification or other assurance requested by M&T, in connection with such Return Request.

(d) Any dispute between Client and a Receiver must be resolved directly between Client and the Receiver. M&T has no responsibility for, and shall not be liable to Client in connection with, any dispute between Client and a Receiver.

(e) By submitting a Payment Order to M&T for processing as an Instant Payment, Client irrevocably and unconditionally authorizes M&T to initiate an Instant Payment using the Receiver Addressing Information provided by Client. M&T, HOWEVER, MAKES NO REPRESENTATION THAT THE INFORMATION AVAILABLE TO IT IS CORRECT, AND CLIENT AGREES IT IS SOLELY RESPONSIBLE FOR VERIFYING THAT THE RECEIVER ADDRESSING INFORMATION IS ACCURATE AND COMPLETE, THAT SUCH INFORMATION IS ASSOCIATED WITH CLIENT'S INTENDED RECEIVER, AND THAT THE TRANSFER AMOUNT IS CORRECT PRIOR TO SUBMITTING A PAYMENT ORDER.

(f) M&T HAS NO OBLIGATION TO VERIFY THE ACCURACY OR COMPLETENESS OF THE RECEIVER ADDRESSING INFORMATION OR THAT THE RECEIVER ADDRESSING INFORMATION IS ASSOCIATED WITH CLIENT'S INTENDED RECEIVER. EXCEPT AS OTHERWISE REQUIRED BY APPLICABLE LAW, M&T'S SOLE OBLIGATION SHALL BE TO INITIATE AN INSTANT PAYMENT THROUGH AN INSTANT PAYMENT NETWORK IN THE TRANSFER AMOUNT INDICATED BY CLIENT USING THE RECEIVER ADDRESSING INFORMATION PROVIDED BY CLIENT. EXCEPT AS OTHERWISE REQUIRED BY APPLICABLE LAW, M&T HAS NO LIABILITY TO CLIENT WITH RESPECT TO ANY LOSS CLIENT EXPERIENCES DUE TO THE INACCURACY OR INCOMPLETENESS OF SUCH RECEIVER ADDRESSING

INFORMATION, THE FAILURE OF SUCH INFORMATION TO BE ASSOCIATED WITH CLIENT'S INTENDED RECEIVER, OR CLIENT'S FAILURE TO CORRECTLY ENTER THE RECEIVER ADDRESSING INFORMATION OR TRANSFER AMOUNT.

(g) Client further agrees that: (i) M&T has no obligation to, but may, review and refuse to process any non-payment message or remittance information for any reason; and (ii) Client is solely responsible for all information sent on its behalf in a non-payment message or included in remittance information.

5. **Payment Order Transmission; Payment Order Security Procedures**. When submitting Payment Orders to M&T using one of the transmission methods set forth below, Client agrees to comply with the applicable Payment Order Security Procedures associated with such methods (along with any required or electedSecurity Protocols). M&T is not obligated to confirm receipt of a Payment Order. Additional information on these transmission methods and their use is in the applicable User Guide.

(a) System Administrator and Users. Client must designate a System Administrator to appoint and set up all Authorized Representatives permitted to access information and submit Payment Orders, non-payment messages and other Instant Payment information to M&T.

(b) Website. Each time Client submits a Payment Order to M&T through a Website, Client must access the Website using the following Payment Order Security Procedures: (i) a log-in user ID and password; (ii) the token provided by M&T for each Authorized Representative permitted to transmit Payment Orders through the Website; and (iii) any other Security Protocols made available by M&T for transmitting Payment Orders through the Website.

(c) Mobile Application. If a System Administrator enables Authorized Representatives to use the mobile application offered by M&T, such Authorized Representatives will have the ability to transmit Payment Orders to M&T through the mobile application using templates previously established on the Website. The mobile application must be initially accessed using the following Payment Order Security Procedures: (i) a log-in user ID; (ii) the token provided by M&T for each Authorized Representative permitted to transmit Payment Orders through the Website; and (iii) any other Security Protocols made available by M&T for transmitting Payment Orders through the mobile application (the "**Initial Log-In**"). After the Initial Log-In, an Authorized Representative will have the option to transmit Payment Orders through the mobile application using the following Payment Order Security Procedures, instead of the Payment Order Security Procedures required for Initial Log-In: (i) a log-in user ID saved in the mobile application; (ii) a biometric identifier (i.e., a finger scan or face imaging); and (iii) any other Security Protocols made available by M&T for transmitting Payment Orders through the mobile application.

6. **Additional Procedures**. In addition to the Payment Order Security Procedures, M&T may, but is not obligated to, implement, require or offer additional Security Protocols for this Service, including those described in this Section (each, an "**Additional Procedure**"). The Additional Procedures are not part of the Payment Order Security Procedures but may mitigate fraud risk. Additional Procedures may include:

(a) Call Back Verification. M&T may call back any Authorized Representative to verify the authenticity or accuracy of any Payment Order and reject or hold any Payment Order that it cannot verify to its satisfaction by the close of business on the Business Day the Payment Order is received.

(b) Dual Authorization. M&T recommends that Client use secondary approval procedures made available through the Website, including for initiating Payment Orders or creating RTP templates, including for Repetitive Payment Orders. Regardless of any other provision in these T&C, M&T may: (i) require that any Payment Order delivered to M&T through a Website be initiated using one User ID assigned to an Authorized Representative and then approved using a different User ID assigned to another Authorized Representative ("Dual Authorization"); and (ii) reject any Payment Order that does not receive Dual Authorization.

(c) Other. The Additional Procedures may include other security limits, controls and options that Client can implement. Additional Procedures may include:

(i) Out-of-band authentication processes in connection with Client's use of a Website to deliver Payment Orders;

(ii) Any limits on Instant Payment Funds Transfers that Client can establish. If Client selects such a limit, it must regularly review any such limit to ensure it reflects Client's needs, risks and circumstances; and

(iii) Email alerts for Instant Payment via RTP Funds Transfers.

(d) M&T RECOMMENDS THAT CLIENT SET UP AND IMPLEMENT THE ABOVE-MENTIONED ADDITIONAL SECURITY LIMITS, CONTROLS AND OPTIONS, AS WELL AS ANY OTHER OPTIONS THAT M&T MAY NOTIFY CLIENT ABOUT. CLIENT UNDERSTANDS THAT ITS FAILURE TO DO SO INCREASES CLIENT'S EXPOSURE TO, AND RESPONSIBILITY FOR, UNAUTHORIZED OR FRAUDULENT TRANSACTIONS. FURTHER, CLIENT ACKNOWLEDGES THAT IT HAS BEEN ADVISED BY M&T THAT ITS FAILIURE TO EMPLOY ADDITIONAL PROCEDURES AND/OR DUAL AUTHORIZATION MAY RESULT IN THE SECURITY PROCEDURES CLIENT DOES SELECT BEING DEEMED COMMERCIALLY REASONABLE, EVEN IF THE SECURITY PROCEDURES USED BY CLIENT ARE NOT COMMERCIALLY REASONABLE.

7. **Funds Availability**. M&T has no duty to process a Payment Order if the Account lacks sufficient available funds or to check the Account to determine if there are sufficient available funds prior to commencing processing. Funds transferred through this Service will be credited to the Receiver's account by the Receiving Financial Institution immediately upon receipt of the incoming Instant Payment from the Instant Payment Network, i.e., they will be available for immediate withdrawal by the Receiver.

8. **Returns of Instant Payment**. If the Transfer Amount (or any part thereof) has been returned to M&T, M&T will refund the returned amount less M&T's fees and expenses, if applicable.

9. **Failed Instant Payments**. An Instant Payment may fail if:

(a) There are insufficient funds available in the Sender's Account when the Sender submits the Payment Order;

(b) The Sending Financial Institution or Receiving Financial Institution suspects or determines that the Instant Payment does not comply with these T&C or the Instant Payment Network Rules;

(c) The Receiver rejects the Instant Payment or has declined to receive Instant Payments;

(d) The Instant Payment exceeds the Sender's Per Transaction Send Limit or Total Transaction Send Limit;

(e) The Receiver's account at the Receiving Financial Institution is closed, invalid, ineligible to receive Instant Payments or being monitored for suspected fraudulent or other illegal activity;

(f) The Sender's account at the Sending Financial Institution is being monitored for suspected fraudulent or other illegal activity;

(g) The Sending Financial Institution or Receiving Financial Institution otherwise declines to process the Instant Payment for risk management, legal or

regulatory reasons; or

(h) The Service, or an Instant Payment Network is unavailable.In addition, completion of an Instant Payment may be delayed if it is subject to review by the Sending Financial Institution or Receiving Financial Institution for fraud, regulatory or compliance purposes. Instant Payments are typically completed within 15 seconds of transmission of the Instant Payment by the Sending Financial Institution to the Instant Payment Network, unless the Instant Payment fails or is delayed as described above, or the Instant Payment is scheduled for a later time. If Client is the Sender, M&T will notify Client if an Instant Payment fails. If Client is the Receiver, M&T will not communicate to Client that the incoming Instant Payment has failed. If Client has not received an Instant Payment that it was expecting, Client must contact the Sender.

10. **Accounting Corrections.** M&T may reverse any erroneous credit or debit to an Account.

11. **Rejection of Payment Orders by M&T**. M&T is under no obligation to accept a Payment Order and may reject any Payment Order for the reasons set forth in these T&C and the Agreement.

12. **Audit Rights**. Client shall permit M&T and its authorized representatives to:

(a) examine and make excerpts from Client's books and records that relate to compliance with the Instant Payment Network Rules; and

(b) audit Client's compliance with the Agreement and the Instant Payment Network Rules.

Integrated Payables Service

The Integrated Payables (INP) Service provides Client with the ability to streamline and automate accounts payable processing. Client can submit to M&T a single Payment File containing Payment instructions for multiple Payment Types, with the ability to submit Payment Files through different Payment File delivery channels. The Payment Types offered by M&T through INP Services are ACH, Wire, vCard and Check Print and Mail. Client can choose to enroll in one or more of the Payment Types M&T makes available to Client as part of INP Services. M&T will generate Payments to Client's designated Payees from Client's Settlement Account with M&T. M&T may add, modify, or eliminate Payment Types at any time. Client can also elect to include the Vendor Enrollment Program as an element of INP Services, which maximizes vendor adoption of electronic payment types (e.g., convert from check-to-ACH, check-to-vCard or ACH-to-vCard)

Definitions.

"**Card Terms**" means the agreement between Client and M&T governing the issuance of charge cards pursuant to a M&T card program.

"**Check Print and Mail**" means a Payment Type by which instructions to make a Payment result in M&T creating a check and mailing such check to the designated Payee.

"**Control Total**" means the aggregate dollar amount of all Payments (of each Payment Type) contained in each Payment File submitted to M&T for processing. Used as an additional security measure, once a Payment File has been loaded to the Payment Portal, a Control Total file is submitted separately from the Payment File to which it relates and the Control Total contained in the Control Total file is compared and verified with the aggregate amount of Payments contained in the Payment File as calculated by M&T before the Payment File is released for the next step of processing.

"**FTP**" means File Transmission Protocol, a secure form of Payment File transmission to M&T.

"**Implementation Documents**" means all setup forms and documents, instructions, testing parameters or other requirements specified by M&T for usage of INP Services including mutually agreed upon Client specific requirements.

"**Payee**" means the recipient of a funds transfer.

"**Payment**" means a funds transfer from Client to a Payee.

"**Payment Automation**" means a subset of the Service which provides functionality related to payment origination, including check print and mail, ACH, Wire, vCard and Vendor Enrollment.

"**Payment Data**" means Payment instructions containing at a minimum Settlement Account number(s), payment amount, Payee name and payment type in respect of payments Client wishes M&T to process on its behalf.

"**Payment File**" means an electronic file containing Payment Data submitted to M&T for processing.

"**Integrated Payables Site**" or "**INP Site**" means an electronic site accessible through the Website which Client can utilize to submit Payment Files for processing, and otherwise manage items related to the Integrated Payables Service.

"**Payment Type**" means the manner in which a Payment is made (e.g., ACH, Wire, check, vCard).

"**Settlement Account**" means a demand deposit account maintained by M&T and from which Payments are funded or, if applicable, a "Cardholder Account" as defined in the Card Terms.

"**User**" means an individual authorized to access the Payment Portal.

"**Vendor**" or "**Supplier**" means a third-party from whom Client purchases goods and/or services.

"**Vendor Enrollment**" or "**Supplier Enrollment**" means an optional program consisting of a large database of Vendors who have registered their preferred Payment Type. Participating Suppliers are screened through an unaffiliated third-party's verification processes for user and account ownership verification for those Vendors electing to receive payment from Client via an ACH Payment Type. "**Virtual Credit Card**" or "vCard" means a unique 16-digit randomly generated credit card number used to settle a specific Payment. Payments processed by use of a Virtual Card Number can be processed by any person or entity who can process Payments made by a physical credit card. The term vCard is also used in these terms and conditions to refer to the process by which a Payment is made and settled via the use of a Virtual Credit Card.

"**Wire**" means an electronic funds transfer.

Terms and Conditions

1. **Other Service Agreements**. When Client subscribes to INP Services, Client acknowledges that individual Payment Types may be governed by the terms and conditions of other treasury management services set out in the Product Terms and Conditions and therefore, Client agrees it may be required to subscribe to the applicable underlying treasury management service in order to submit a given Payment Type to M&T (for example, Payments processed as a Debit Entry will require Client to subscribe to ACH Origination Services). Therefore, Client further agrees that in addition the terms of this Addendum, different Payment Types will also be governed by the terms of their respective terms and conditions as set out in the Product Terms and Conditions, or Card Terms. In the event of a conflict between terms governing a given treasury management Service and this Addendum, the terms governing the applicable treasury management service or Card Terms will control over this Addendum unless expressly provided otherwise herein, but only to the extent necessary to resolve the conflict.

2. **Submission of Payment Files.** All Payments and Payment Files submitted to M&T must be in an agreed upon format and comply with this Addendum and all Implementation Documents. Client can elect to submit Payment Files to M&T via the Payment Portal or by FTP.

   (a) Client must transmit Payment Files to M&T by the cut-off time that M&T has established in the Implementation Documents. To the extent a Payment File cut-off time is different from the terms governing another treasury management service (e.g., cut-off time for submission of Files containing Entry Data), the cut-off time established in conjunction with INP Services shall control. Client's Payment Data may not be processed, or processing may be delayed if Client submits its Payment File after the cut-off time on a Business Day, on a non-Business Day or other than as provided in the Implementation Documents. In addition, with each Payment File a Client submits, Client must also submit a related Control Total file before M&T will commence processing the Payment File. Client agrees to hold M&T harmless for M&T's delay or refusal to process a Payment File which is not accompanied by a Control Total file.

   (b) If Client wishes to make a change to its Payment File (other than adding one or more Payments), including changes in formatting or technical requirements, adding a Settlement Account, or changing the Settlement Account for a Payment, Client must first notify M&T in writing of its proposed changes and test the changes with M&T (to M&T's satisfaction, which may include amending all applicable Implementation Documents) before transmitting a Payment File containing Payment Data reflecting the changes. Failure to test a Payment File format that has been changed prior to submitting the Payment File to M&T may result in Client's Payment Data not being processed or the processing being delayed. In the event M&T experiences difficulties receiving or accessing Client's Payment Files, the parties shall cooperate with one another's efforts to access the Payment Data promptly.

   (c) Each time Client submits a Payment File and upon M&T's successful receipt thereof, M&T will provide Client with a Payment File acknowledgment of receipt notice via email to the email address of Client as agreed upon in the Implementation Documents. Client shall be responsible for the Payments contained in a Payment File for which M&T has provided an acknowledgement of receipt, even if a Payment in a Payment File is in error or a duplicate of a previously submitted Payment or Payment File, unless Client notifies M&T of any errors at a time and in a manner which will allow M&T to act upon any such notice prior to processing the Payment File. M&T is under no obligation to determine if a Payment File or any Payment in a Payment File is in error or a duplicate of a previously submitted Payment File or Payment. Client agrees that M&T's records of Payment Files that Client has submitted for processing will be deemed correct and will control in the event of any dispute regarding a Payment File or Payment in a Payment File unless Client has provided M&T with notice of an error at a time and in a manner which will allow M&T to act upon any such notice prior to processing the Payment File.

   (d) While M&T will inspect each Payment File received to confirm its format conforms to the requirements in the Implementation Documents and instructions associated with the INP Services. Client acknowledges that M&T's inspection will not detect erroneous or missing information or unauthorized Payments.

3. **Processing of Payment Files.** For all conforming Payment Data included in a Payment File that Client transmits to M&T, depending on the Payment Type selected, M&T will affect a Payment on behalf of and in the name of Client, by either printing and disbursing a check in U.S. dollars (Automated Check Payments Service), or by creating and transmitting an ACH entry, wire transfer (U.S. currency only) or vCard transaction. If Client fails to include in its Payment Data specific Payment Type instructions, (i.e., to process the Payment as a check, ACH entry, wire transfer or vCard payment) M&T will process the Payment in accordance with Client's default Payment Type as agreed upon between M&T and Client during the INP Service implementation process. Client acknowledges that making Payments via ACH, wire transfer and vCard will result in different obligations and liabilities for Client than with regard to the legal and regulatory environment for Payments made by check.

   (a) M&T will process Payment Data Files and make payments only on Business Days in accordance with the processing schedule M&T set out in the Implementation Documents or otherwise communicates to Client from time to time.

4. **Access and Use of the Integrated Payables Site Through the Website.** After Client has accessed the Website using the agreed upon Security Procedures governing Website access and use, User access and use of the INP Site is subject to authorization issued to a User by Client's System Administrator.

   (a) Client's System Administrator(s) has the authority and the responsibility for authorizing individuals Client wishes to be Users as well as (to the extent available) limit the authority of Users within the INP Site. Client's System Administrator(s) will be granted access to the INP Site as part of implementation process when Client initially subscribes to INP Services. In order to grant access to the INP Site to additional individuals, a System Administrator much complete, for each proposed User, the Integrated Payables Service entitlement and enrollment process. Client agrees that it is solely responsible for the actions of its System Administrator(s) and shall hold M&T harmless for any and all losses it may suffer as a result of the actions (or failure to act) of its System Administrator(s). For this reason, as an added security measure to help reduce the risk of loss, M&T strongly recommends Client control the authority of its System Administrator(s) by requiring a second level of approval for: (i) the designation of Users and/or secondary System Administrators, (ii) changes to User entitlements, or (iii) Payment authorization and approval.

   (b) As no additional sign in procedure is required to be completed once a System Administrator or User has logged into the Website, the Security Procedures governing Website access also govern access to the INP Site.

5. **Submission of Payment Files via FTP.** Prior to submitting Payment Files to M&T via FTP, Client agrees to work with M&T (including testing) to develop an agreed upon format by which Payment Files can be successfully and securely transmitted to M&T.

6. **Security Procedures.**

   (a) **INP Site Access.** As Client's System Administrator(s) and Users are the only individuals with authority to access the INP Site and both System Administrators and Users must first log into the Website using the agreed upon Security Procedures governing access to the Website, Client agrees that it will be responsible for all Payments contained in a Payment File, whether or not authorized or accurate, submitted in its name via the INP Site.

   (b) **FTP.** In order to submit a Payment File to M&T via FTP, Client and M&T must first establish a secure electronic file exchange protocol. After the FTP

transmission channel has been established, the individual submitting the Payment File to M&T will be deemed to be authorized as Client has sole control over access and use of its internal systems from which its FTP Payment File transmissions to M&T are originated. Consequently, Client agrees that it will be responsible for the accuracy of all Payment Data contained in a Payment File, whether or not authorized or accurate, submitted in its name via FTP. Client acknowledges that the purpose of security procedures such as those described herein are for verification of authenticity and not to detect an error in the transmission or content of a Payment. Client agrees that it shall be solely responsible for all unauthorized or erroneous Payments submitted in conformity with the applicable security procedures described above. With the exception of the Payment Portal and FTP this Addendum does not represent or warranty that other forms of communication (e.g., electronic mail) are secure.

7. **Payment Types.**

(a) **Check Print and Mail.** Check Print and Mail enables Client to outsource their check/advice printing and mailing to M&T for processing. Check Print and Mail is offered with two levels of functionality, full functionality "Check Print" which provides Clients with the full range of features and options, and "Easy Check" functionality, which offers the benefits of a faster set-up, but doesn't allow Client to take advantage of most of the valuable features and flexibility available with full Check Print and Mail functionality. If Client elects to have a Payment made via Check Print and Mail, each check will be printed and distributed based on the instructions outlined in the applicable Payment File and in accordance with Client's standing check issuance instructions with M&T, including the associated format specifications for each check, which M&T will establish with Client in accordance with the Implementation Documents. Client will also be solely responsible for ensuring each Payment it wishes to be made via Check Print and Mail complies with the terms and conditions of the CDAA. Client acknowledges that it can only instruct M&T to create checks drawn on a Settlement Account.

(i) M&T shall have no responsibility for any checks once delivered by M&T to the United States Postal Service or a courier for further delivery to a Payee. Client assumes all risks associated with delays caused by complications arising in the receipt by a Payee of a Payment due to delays in postal services or courier services, except when such delays are caused by M&T's failure to provide the checks to the postal service or a courier by the appropriate delivery time, provided however, Client submitted the Payment Data for such Payments to M&T in a timely manner and in accordance with this Addendum.

(ii) If Client elects to receive full Check Print functionality, while not required, in order to reduce the risk of fraud, M&T recommends that Client also subscribe to M&T's Positive Pay Service. At Client's election and instruction, M&T will create Records of checks issued by Client on Client's behalf based upon check Records contained in Client's Payment File, so that Client will not have to separately submit check Records to M&T. Upon creating a Records File for Client, M&T will transmit the Records File to the Positive Pay system for processing. Please refer to the Positive Pay Service terms set out in the Product Terms and Conditions for additional details regarding Positive Pay processing.

(b) **Payment by ACH.** If Client elects to have a Payment made by ACH, Client will be the originator (or third-party service provider for the originator) of the ACH Entry, that M&T creates from Client's Payment Data, regardless of the method by which Client's Payment File is transmitted to M&T. In order to submit instructions to M&T to initiate ACH Entries, Client must have subscribed to M&T's ACH Origination Service. Each ACH Entry created in accordance with Client's Payment Data will be settled to the Settlement Account(s) designated by Client. Except as otherwise provided in this Addendum, the terms, and conditions of the ACH Origination Service will govern each Payment that M&T creates, formats, and transmits to settle through the INP Services as an ACH Entry, including without limitation, those relating to exposure limits and delays or suspension of processing.

(c) **Payment by Wire.** If Client elects to have a Payment made by Wire, Client will be the sender of the Wire instruction that M&T creates from Client's Payment Data, regardless of the method by which Client's Payment File is transmitted to M&T. In order to submit instructions to M&T to initiate Wires, Client must have subscribed to M&T's Funds Transfer (Wire) Service. Each Wire created in accordance with Client's Payment Data will be settled to the Settlement Account(s) designated by Client. Except as otherwise provided in this Addendum, the terms and conditions governing the Funds Transfer (Wire) Service as contained in the Product Terms and Conditions will govern each Payment that M&T creates, formats, and transmits to settle through the INP Services as a Wire Payment Type, including without limitation, those relating to exposure limits and delays or suspension of processing.

(d) **Payment by Virtual Credit Card.** If Client elects to have a Payment made by means of a vCard, Client will be the Cardholder (as defined in Appendix 1 of the Card Terms) for purposes of the vCard that M&T creates based on Client's Payment Data, regardless of the method by which Client's Payment File is transmitted to M&T. In order to submit instructions to M&T to initiate Payments via vCard, Client must have submitted and had accepted by M&T a Card Application. Each vCard created to settle a transaction in accordance with Client's Payment Data will be settled to the applicable Cardholder Account. Except as otherwise provided in this Addendum, the terms and conditions of the Card Terms will govern each Payment that M&T creates, formats, and transmits to settle through the INP Services as a vCard transaction.

8. **Incomplete, Rejected Payment Files.** If a Payment File is missing a required data field for a payment described in it or if M&T has identified other errors that make it unable to process the Payment File, M&T may, without liability to Client, reject the entire Payment File, or M&T may elect to reject those Payments in the Payment File that M&T is unable to process due to those errors. Client will be notified of any such rejection by M&T by telephone and/or email, and Client will be responsible for correcting the error(s) and re-submitting the applicable Payment File to M&T for subsequent processing. Client consents to the recording of all telephone calls made to it by M&T and agrees to inform its employees that all such calls may be recorded.

9. **Cancellation Instructions.** M&T has no obligation to honor or process any request to cancel the processing of any of Client's Payments, to amend any Payment Data, to pull from disbursement a check printed, or cancel any ACH Entry, Wire, or vCard transaction created in accordance with Client's Payment File and INP Services profile. As an accommodation to Client, however, M&T will use good faith efforts to honor Client's request to cancel the processing of a Payment File or a Payment in a Payment File or pull any check printed from disbursement, if Client's request complies with the security procedures described herein and M&T receives the request at a time and in a manner that gives M&T a reasonable opportunity to act on it prior to printing or disbursing any checks or prior to creating or transmitting any funds transfer by ACH, wire, or vCard. M&T is not liable if it is unable to honor Client's request to cancel the processing of a Payment File or a Payment in a Payment File or to pull a printed check prior to disbursement. Client agrees to reimburse M&T for any expenses M&T may incur in attempting to honor any such requests.

10. **Error Detection.** M&T has no obligation to discover and shall not be liable to Client for errors made by Client, including but not limited to errors made in identifying the Payee or for errors in the amount of any Payment. M&T shall likewise have no duty to discover and shall not be liable for duplicate Payments issued by Client. Notwithstanding the foregoing, if Client discovers that a Payment Client has initiated was in error, Client shall notify M&T of such error and M&T will utilize reasonable efforts to stop or reverse the Payment.

11. **Vendor Enrollment.**

(a) **Overview of Vendor Enrollment Program.** The Vendor Enrollment Program is a program by which a Payment of given Payment Type contained in a Payment File is converted into either an ACH Payment Type or a vCard Payment Type, depending on the designated Payee's preferred Payment Type. The Vendor Enrollment Program is structured around a large database of vendors who have registered their preferred Payment Type. If Client elects to participate in the program, when Client submits a Payment File, the Payees in that Payment file will be compared against the vendors registered in the Vendor Enrollment Program. If there is a match and if the Payment Type selected by Client as set out in the Payment File is different from that vendor's preferred Payment Type, Client's selection of Payment Type will be overridden, and the requested Payment will be affected by means of that Payee's preferred Payment Type. For example, if a given Payee's preferred Payment Type is ACH Entry, an entry in a Payment File submitted to M&T instructing the Payment to be made via check, will be automatically converted and the Payment made by means of an ACH Debit Entry to the Payee.

(b) **Participation in Vendor Enrollment.** Client can elect to participate in the Vendor Enrollment Program by choosing the Vendor Enrollment option during the implementation process. Client can also instruct M&T to exempt designated Payees from Vendor Enrollment and in respect of such exempt Payees, M&T will affect Payments using the Payment Type set out in Client's Payment File, even if such Payment Type is different from the Payee's preferred Payment Type. If Client elects to participate in Vendor Enrollment is agrees and consents to the manager of the Vendor Enrollment database to contact Client's Payees to see if they wish to be added to the Vendor Enrollment database.

(c) **Vendor Verification.** As part of the Vendor Enrollment program, verification processes are in place to verify and validate Vendor user detail and Vendor account ownership for Vendors electing to receive funds via an ACH Payment Type. Verification includes use of technology and human review, where applicable. Notwithstanding the foregoing, Client acknowledges and agrees that it remains solely responsible for performing due diligence on its Vendors, including without limitation, validating the account details of each Vendor to whom Client wishes to transfer funds. Client further acknowledges that any Vendor verification steps undertaken by M&T are in addition to and not a substitute for Client undertaking such Vendor verification due diligence as Client deems prudent and appropriate.

(d) **Vendor Enrollment Campaign.** If Client elects to participate in the Vendor Enrollment Program, Client acknowledges that its participation in the program will require Client to work with M&T to publicize and market the program to predetermined of Client's vendors. Client agrees to work with M&T and the Vendor Enrollment Program's administrator to set appropriate goals for enrolling Client's vendors in the program as well as designing an effective approach to achieve Client's enrollment objectives. The marketing of the Vendor Enrollment Program will involve Client reviewing the type of vendors it utilizes, the frequency with which Client adds new vendors, its vendors' payment methods and current as well as desired payment terms for making Payments via electronic payment methods to Client's vendors. These marketing activities will include the creation of various forms of Vendor Enrollment Program campaign communications, such as campaign letters, a campaign landing page for Client's website, and design of email communications and vendor calling programs.

(e) **Vendor Enrollment Program Administrator**. If Client elects to participate in the Vendor Enrollment Program, it acknowledges and agrees that the Vendor Enrollment Program and database is managed and administered by an unaffiliated third-party Vendor Enrollment Program Administrator.

Invoice and Pay Service

The Invoice and Pay Service includes the following features: (a) the ability of Client to present Invoices to its Payers through a Client-Branded Site; and (b) the ability of Payers to make payments to Client through a Client-Branded Site.

Definitions

Capitalized terms not defined in these T&C or the Master Agreement are defined in the ACH Rules.

"**ACH Debit Entry**" means any debit Entry originated by Client to credit funds to an Account.

"**Client-Branded Site**" means a Website hosted by M&T that can be customized and branded with Client's name, logo, color scheme, etc. and through which Client can present Invoices to its Payers and receive payments from its Payers.

"**Entry**" means an electronic payment or non-monetary message processed through the ACH network or M&T's ACH system.

"**Invoice**" means an electronic invoice, bill, statement, or similar document.

"**Invoice File**" means a file received by M&T that contains Invoices created by Client.

"**Payer**" means Client's customer.

"**User**" means a person authorized by a System Administrator to use this Service.

Terms and Conditions

1. **Set-Up of Client-Branded Site.**

(a) Configuration. The Client-Branded Site is accessible by Client through an M&T Website. M&T will configure and implement the Client-Branded Site based on the service level, Invoice and payment options, configuration settings, and content selected and provided by Client. Client is solely responsible for (i) reviewing and approving the configuration of the Client-Branded Site; (ii) testing the functionality of the Client-Branded Site, including by uploading an Invoice File, reviewing the presentment of Invoices, and submitting test payments; and (iii) informing M&T of any changes that are needed.

(b) License. Client grants to M&T the right and license to use Client's name, trademarks, service marks, copyrighted materials, logos, and other intellectual property or information in connection with the Client-Branded Site and as necessary to provide this Service to Client in accordance with the Agreement.

(c) Client Terms and Conditions & Payer Authorization. Client is solely responsible for preparing and presenting to Payers through the Client-Branded Site appropriate terms and conditions governing the relationship between Client and its Payers as required by, and in accordance with, all applicable Laws. Such terms and conditions shall, to the extent permitted by Law, limit Client's liability and, in turn, M&T's liability to Payers. M&T has the right, but not the obligation, to review the terms and conditions and to require that certain provisions be included therein or removed therefrom by Client. Client is also solely responsible for ensuring that all disclosures required by Law are provided to its Payers and that all payment authorizations required by Law to be obtained from Payers are obtained through the Client-Branded Site and comply with all applicable Laws.

2. **Invoice Presentment.**

(a) If selected by Client, Client may distribute Invoices to its Payers through the Client-Branded Site. To use this feature, Client must send to M&T (in an M&T-approved format) via Direct Transmission, Website, or other M&T-approved method, an Invoice File. M&T will upload the Invoice File to the Client-Branded Site, and the Invoices contained in such file will thereby be made available to the Payers identified in the file for review and submission of payment. Client may elect for its Payers to have the option to receive alerts when an Invoice is available for the Payers' review**.**

(b) Client represents and warrants that it will not include untruncated credit card numbers, bank account numbers, social security numbers, or Personal Health Information (as defined in the Health Insurance Portability and Accountability Act) in any Invoice distributed via this Service.

3. **Authentication & Payment Submission and Processing.**

(a) Authentication and Access. Client will be required to select two data elements (e.g., Invoice number, zip code) contained in the Invoice File that must be entered by Payers in order to access the Client-Branded Site and make a payment to Client. The combination of the two data elements must be unique to the Payer. Client represents that it has elected to use the Security Protocols set forth in this Section and agrees that such Security Protocols are a commercially reasonable method of verifying the identity of Payers and providing security against unauthorized payments.

(b) Payment Options. Client can elect to collect payments from its Payers through the Client-Branded Site via ACH Debit Entries, credit cards, debit cards, or other M&T-approved payment method. Client will be considered the originator of payments initiated by its Payers, and Client authorizes M&T to serve as ODFI with respect to ACH Debit Entries originated by Client.

(i) ACH Debit Entries. If elected by Client, Payers may initiate payments, on Invoices or otherwise, to Client via ACH through the Client-Branded Site. Payers will be required to enter certain information concerning their bank accounts (e.g., account type, routing number, account number) and payment amount in order to initiate payments via this method. Prior to submitting such information, Payers will be prompted to authorize the payment and print a confirmation for their records. Payers will also receive an email confirmation of the payment. Client must have the ACH Origination Service in order to elect to offer its Payers the ability to make payments via ACH, and this payment method is governed by the ACH Origination Service T&C, and such T&C are incorporated herein, to the extent such T&C apply to Client's origination of ACH Debit Entries.

(ii) Credit Cards/Debit Cards. If elected by Client, Payers may submit payments, on Invoices or otherwise, to Client via credit card or debit card through the Client-Branded Site. Payers will be required to enter certain information concerning their credit card or debit card (e.g., card number, zip code) and payment amount in order to initiate payments via this method. Prior to submitting such information, Payers will be prompted to authorize the payment and print a confirmation for their records. Payers will also receive an email confirmation of the payment. All submitted card payments will be processed using Client's M&T merchant number. This payment method is governed by the Merchant Services Terms and Conditions and any other merchant-related schedules, addenda, riders, or other documents (collectively, the "**Merchant Agreement**"), and the Merchant Agreement is incorporated herein, to the extent such Merchant Agreement applies to Client's acceptance of credit card or debit card payments. For purposes of providing this Service, Client acknowledges and agrees that information and data, including confidential information, related to credit card and debit card payments may be shared with M&T's vendor for this Service through another M&T vendor or provider, such as a Processor (as such term is defined in the Merchant Services Terms and Conditions). M&T is not responsible for the detection of errors made by Payer or Client and may rely on the information submitted or communicated by Payer or Client.

(c) Payment Processing. Payment information submitted by Payers through the Client-Branded Site will be collected, formatted, and delivered to M&T by Client's agent (and M&T's vendor) via Direct Transmission. M&T will use reasonable efforts to process the payment information that is submitted by Payers prior to the cut-off time established by M&T on a Business Day ("**Cut-Off Time**") and credit the corresponding payments to Client's designated Account on the next Business Day. Payment information submitted by Payers after the Cut-Off Time will be processed and the corresponding payments credited to Client's designated Account on the second Business Day following receipt of such information. M&T is not obligated to process any payment transaction if the Payer's account lacks sufficient available funds, or the card transaction is declined, or to check such account to determine if there are sufficient available funds. Client acknowledges that all payments are subject to adjustment, return, reversal, or chargeback in accordance with the Laws governing the applicable payment methods and agrees to be liable to M&T for any such adjustment, return, reversal, or chargeback.

(d) Payment Data. At the end of each Business Day, M&T will deliver to Client, via Direct Transmission, Website, or other method, a file containing details of the payments initiated that day by Client's Payers. The file can be used by Client to help post payments to its enterprise resource planning (ERP) or accounting system.

4. **Recurring and Future-Dated Payments.** Client can elect to offer Payers the option of making fixed or variable recurring payments, and Payers may have the ability to initiate a payment on a recurring basis (e.g., weekly, monthly, quarterly). Payers must create a profile on the Client-Branded Site in order to initiate variable recurring payments. Payers also have the option of submitting a payment through the Client-Branded Site with a future date so that processing of such payment will take place on such future date.

5. **Additional Payer Capabilities.** Client can elect to offer Payers the ability to create a profile on the Client-Branded Site accessible with a user name and password created by the Payers. Once a Payer has created a profile, Payer must access the Client-Branded Site using its user name and password instead of two data elements contained in the Invoice. By creating a profile, Payers are able to do such things as store and manage their payment information, establish and manage recurring payments and email alerts, view payment history, and link accounts (if Payer has multiple accounts with Client).

6. **Integration with Client's Website.** Client can choose to authenticate Payers on its own corporate website and then direct such Payers to the Client-Branded Site through a secure link maintained by Client without further authentication. If Client requests such integration with its website and M&T and its vendor approve the request, Client will work with M&T's vendor to establish such integration and must meet all security and technology standards and requirements of the vendor, and provide all requested information to the vendor, in connection with the integration. Client agrees to use security and technology that is considered standard in the industry to ensure the security of Client's website and the Client-Branded Site and to prevent data theft and unauthorized access. Client is solely responsible for ensuring the security of its website and, in turn, the Client-Branded Site and agrees to release, indemnify, defend (if M&T chooses to have Client defend), and hold harmless M&T and its Affiliates (and their representatives) from and against all Losses that directly or indirectly arise out of a Third Party Claim or Direct Claim related to the integration of the Client-Branded Site with Client's website. Client is also solely responsible for ensuring that the link to the Client-Branded Site takes Payers to the appropriate area within such site. Client is responsible for verifying the identity of each Payer prior to the time Payer is linked to the Client-Branded Site. Client agrees that Payers will not be granted access to the secure link for the Client-Branded Site until Client has verified the identity of each Payer using commercially reasonable security procedures and fraud detection systems.

7. **System Administrator and Users & Additional Client Capabilities.** Client's System Administrator may add or remove other Users permitted to access information and perform different functions within the Client-Branded Site. If made available to Client within the Client-Branded Site, Client can access various reports (e.g., reports showing payments submitted, Invoice status, etc.), initiate payments on behalf of Payers via an M&T-approved method, initiate refunds, create and manage Payer profiles and payment methods, and generate Invoices. M&T is not responsible for confirming or validating Client's authority to initiate payments on behalf of its Payers.
8. **Other Fee.** Client may not assess, charge or otherwise collect fees of any type from Payers, unless otherwise agreed to by M&T.
9. **Transaction Controls.** Client agrees to notify M&T of any actual or anticipated material change in daily dollar activity or type of acceptable payment transactions and to obtain M&T's consent to such change. M&T may establish risk limits for payment transactions in accordance with the ACH Origination Service T&C and the Merchant Terms and Conditions.

Internet Protocol (IP) Address Authentication Service

The Internet Protocol (IP) Address Authentication Service allows Client to manage and control the IP Address(es) through which Client's users will be permitted to access the Website. Any login attempt originated from an IP Address(es) which is not an authenticated IP Address (defined below) will be denied access to the Website.

Definitions.

"**Authentication IP Address**" means an IP address which Client has identified to M&T as a valid and authentic IP address from which Client's user may use to access the Website on Client's behalf.

"**Dynamic IP Address**" means a temporary IP Address for devices connected to a network that continually changes over time, such as mobile telephones and tablets.

"**Static IP Address**" means an IP Address for devices connected to a network that does not change over time, such as computer work stations located at Client's place(s) of business.

Adding Authentication IP Addresses. As part of the set-up of the IP Address Authenticated Service, Client will provide M&T with a list of one or more Authentication IP Addresses. By submitting one or more Authentication IP Addresses to M&T, Client is requesting that M&T only permit access to the Website to users attempting to log onto the Website from one of Client's Authorized IP Addresses. Authorized Client acknowledges and agrees that it shall submit to M&T as Authenticated IP Addresses only Static IP Addresses, and that Dynamic IP Addresses are not eligible for receipt of IP Address Authentication Service.

Access to Website Restricted to Authentication IP Addresses Only. By subscribing to the Authentication IP Address Service, Client is instructing M&T to only allow access to the Website to users accessing the Website from an Authorized IP Address. Client acknowledges that authenticated users attempting to log onto the Website from an IP addresses which is not an Authorized IP Address will be blocked. Client further acknowledges even if a user is logging in from an Authorized IP Address M&T may still deny access to the Website. For example, M&T may deny access due to a failure to comply with one or more applicable Security Protocols.

Adding, Removing or Modifying an Authenticated IP Addresses. Client may from time to time submit additional Authenticated IP Addresses to M&T, or modify or removed an Authenticated IP Address previously submitted to M&T. By submitting new Authenticated IP Addresses to M&T or by instructing M&T to modify or remove a previously submitted Authenticated IP Address, Customer acknowledges it is requesting that M&T allow or block access to the Website (as the case may be) with respect to updated Authorized IP Address(es) instructions submitted to M&T by Client authenticated. Client acknowledges and agrees that M&T will have a reasonable period of time to act between the submission of new or updated Authorized IP Address instructions and the granting of access to new Authorized IP Addresses or blocking of previously designated Authorized IP Addresses.

Risks Associated with using IP Address Authentication Service. Client agrees to accept the risks involved with limiting Website access to only Authenticated IP Addresses. For example, Client's users will no longer be able to login into the Website using their cellular devices, e.g., logging in from the Treasury Center Mobile App will be unavailable, access to the Website will be solely through an internet web browser. If the Client's user(s) are logging from an IP address not submitted to and approved by M&T, the user(s) will be denied access to the Website.

Hold Harmless and Indemnification. In addition to all other obligations to indemnify M&T set out in the Agreement, Client agrees to hold M&T harmless and to indemnify and defend M&T (including without limitation for reasonable attorneys' fees), if M&T blocks access to a user who attempts to log onto the Website from an IP address which is not an Authorized Address, as well as all other losses Client may incur arising out of, or in connection with, M&T's performance of its obligations hereunder.

Loan Service

The Loan Service makes certain Loan and Line of Credit transaction and related information available to Client through a Website. In addition, Client can use this Service to: (a) make payments on Loans and Lines of Credit from any Account; and (b) draw down an advance of funds on any Designated Line of Credit, and transfer those funds to any Designated Account.

Definitions

"**Book Transfer**" means any Funds Transfer from one Account to another Account.

"**Designated Account**" means any Account (other than any Loan or Line of Credit) available for Book Transfers through the Website.

"**Designated Line of Credit**" means any Line of Credit for which M&T has approved Client's access to initiate draws through this Service.

"**Line of Credit**" means any business-purpose line of credit that Client has with M&T and that Client has properly elected to be accessible through the Website for this Service.

"**Loan**" means any business-purpose loan that Client has with M&T and that Client has properly elected to be accessible through the Website for this Service.

Terms and Conditions

1. **Loan and Line of Credit Information.** Client shall designate the details of each Loan and Line of Credit to which Client wishes to have access through this

Service. Any request for a Loan or Line of Credit to be accessible through this Service is subject to M&T's approval. M&T may reduce or eliminate Client's access to any Loan or Line of Credit through this Service. Certain types of Loans and Lines of Credit may not be eligible for this Service, including:

(a) Participation Loans Bought;

(b) Sold Portion of Participation Loans;

(c) Letters of Credit;

(d) Foreign Exchange Loans;

(e) Canadian Currency Loans;

(f) Commercial Leases; or

(g) Floor Plan Loans.

2. **Access to Information and Reports.**

(a) If Client elects the "loan balance and transaction information" option, Client can access transaction and other information for each Loan or Line of Credit. Information will be reported on a current-day basis and is subject to adjustment upon final posting of transactions.

(b) Client also may be able to generate M&T-offered reports through the Website for any elected Loans or Lines of Credit.

3. **Authorization to M&T.** Client authorizes M&T to store, process, transmit, and make available through the Website all information generally accessible through this Service, including information relating to any Loan or Line of Credit.

4. **Payments on Loans and Lines of Credit.**

If Client elects the "Payments" option, Client can make Book Transfers from any of Client's Designated Accounts to each Loan or Line of Credit in order to make:

(a) invoice payments; or

(b) additional principal and interest payments.

5. **Drawdowns on Designated Lines of Credit.** If Client elects the "Line of Credit - Advance/Drawdown" option, Client can use this Service to take an advance of funds on any Designated Line of Credit (in accordance with the terms of such Designated Line of Credit) and transfer such funds to any of Client's Designated Accounts.

6. **Payments and Drawdowns.**

(a) The deadline for payment requests under this Service is currently 7:00 p.m. ET on a Business Day and for drawdown requests is currently 7:00 p.m. ET on a Business Day for Designated Lines of Credit or 3:00 p.m. ET on a Business Day for all other loan types, unless otherwise agreed and notified by M&T. Any such requests made after the deadline (or on a day other than a Business Day) will not be accepted or processed, and for such payment or drawdown to be processed, Client would need to re-submit the request before the deadline on another Business Day.

(b) For each payment or drawdown transfer request under this Service, the Website must be accessed using the following Payment Order Security Procedures: (i) a log-in user ID and password; and (ii) any other Security Protocols made available by M&T for payment or drawdown transfer requests through the Website.

7. **Access to Services.** This Service can only be accessed at such times as the M&T commercial loan accounting system is available. In general, that system is available from 7:00 a.m. ET to 10:00 p.m. ET, subject to maintenance and other unavailability periods.

8. **Loan Documentation.** If M&T has approved one or more Loans or Lines of Credit to be made available to Client, the terms and conditions under which Client (a) may obtain Loans or Lines of Credit from M&T, and (b) is required to make payments of principal and interest on such Loans and Lines of Credit, shall be governed by the Loan Documents. "**Loan Documents**" means the loan agreements, promissory notes, and any other instruments, documents, or agreements both now and hereafter executed or delivered by Client evidencing, guaranteeing, or securing any Loans or Lines of Credit. These T&C (and the remainder of the Agreement) supplement the Loan Documents to add an electronic means for Client to perform such transactions as described in these T&C, in addition to the means set forth in the Loan Documents. Nothing in these T&C (or the remainder of the Agreement) in any manner modifies the Loan Documents to create a commitment of M&T to make any loans or lines of credit to Client where there was, prior to the execution of the Agreement, no such commitment. If there is a conflict between these T&C (or the Agreement) and the Loan Documents relating to the electronic procedures and means for drawing and making payments on Loans and Lines of Credit, these T&C (and the Agreement) control. If there is a conflict between these T&C (or the Agreement) and the Loan Documents relating to anything else, the Loan Documents control.

Lockbox Service

Under the Lockbox Service, M&T: (a) receives, opens, images, and processes checks and credit card payment authorizations for Client, and the accompanying documents for such payments, that are addressed to Client and delivered to U.S. Post Office Boxes or other location(s) designated by M&T; (b) deposits such payments or processes such authorizations to the Account that Client designates; (c) forwards to Client any payments or authorizations that cannot be deposited or processed; (d) in accordance with Client's Instructions, either forwards to Client or retains the documents that accompany the payments or authorizations; and (e) if elected by Client, provides E-Lockbox services.

Definitions

"**Data File**" means a file that contains the information captured as a result of OCR Line processing; at a minimum a Data File will contain a customer account number and a dollar amount representing the amount of each Payment Document contained in the Data File, which Client can use for posting to its accounting system.

"**Exception Item**" means a Payment Document which does not meet specific criteria established by Client in the Set-Up Form, for example, a Payment Document which cannot be linked to an invoice number.

"**Item**" means a check, draft, negotiable instrument, or other written order to debit an account.

"**Mail**" means Payment Documents and non-payment documents such as Remittance Documents received at the P.O. Box(es) or Site.

"**OCR**" means optical character recognition and refers to a special type of style laser print [this seems awkward to me isn't it a special type of ink?] that can be read by a special scanning device and recorded.

"**OCR Line**" means the string of characters laser printed, usually on the bottom of a Remittance Document. These characters are arrayed in pre-defined fields and contain information such as Remittance Document number and Remittance Document amount. This is the information that is read and captured as part of OCR Line processing.

"**Payment Document**" means a check, other type of negotiable instrument, and a credit card payment authorization.

"**P.O. Box**" means a United States Post Office Box.

"**Remittance Document**" means an invoice, coupon, envelope, voucher, explanation of benefits, or other document sent by a paying customer that is returned along with a Payment Document referencing what the payment obligation the Payment Document is intended for, to help ensure the correct Lockbox is credited.

"**Site**" means a lockbox processing location.

"**Third Party Payee**" means a party other than Client to whom a Payment Document is payable or endorsed over to.

Terms and Conditions

1. **Lockbox Processing**

(a) Client will direct its customers to mail **Payment Document(s)** together with any associated Remittance Document(s) to the M&T specified

(i) **P.O. Box**; or

(ii) **Site.** On each Business Day M&T will collect all Payment Document(s) and Remittance Document(s) delivered to Client's P.O. Box(es) or Site(s) in accordance with M&T's then current collection schedule. Client authorizes M&T to: (i) have unrestricted and exclusive access to Client's P.O. Box(es) and/or Site(s); (ii) open its Mail received at each P.O. Box or Site; (iii) process the Payment Documents; and (iv) endorse each check with a standard lockbox endorsement used by M&T.

(b) M&T will use reasonable efforts to process the Mail, capture the information from the Mail, and deliver such information to Client, according to the format and cut-off time selected on the Set-Up Form.

(c) If Client transmits a Data File to support lockbox processing, Client is solely responsible for ensuring that all information included in the Data File is accurate, complete, otherwise appropriate, and transmitted timely through an electronic delivery channel permitted by M&T. Processing may be delayed if incomplete or inaccurate Data Files are received.

(d) M&T will return to Client all Payment Documents not suitable for deposit and either return to Client or retain Remittance Documents as directed by Client in the Set-Up Form. If Remittance Documents are returned to Client via courier, Client is solely responsible for establishing the courier arrangements and for all charges of the courier, including but not limited to, charges billed directly to M&T for Remittance Documents returned to M&T due to a failure by Client to provide courier with a current address or for any other reason. If Remittance Documents are retained by M&T, M&T will keep them: (i) for the National Lockbox Service, for five BusinessDays; and (ii) for other lockbox services, for ten (10) calendar days. After the applicable retention period, the Remittance Document(s) will be destroyed.

(e) Client acknowledges that remittance data is collected by M&T during Lockbox processing , and for Retail Lockbox Clients, from the OCR Line on each Remittance Document and that the OCR Line is the basis of transaction processing for Lockbox payments. As Retail Lockbox Client's Remittance Documents must contain an OCR Line, Client agrees that it, or Client's third-party Remittance Document preparer, will work with M&T to develop an accurate and legible Remittance Document format which adheres to specifications included in the Set-Up Form for lockbox usage. It is the responsibility of the Client to: (i) deliver test Remittance Documents to M&T before lockbox processing is implemented and (ii) notify M&T of any circumstances that would delay the timely testing of any third-party prepared Remittance Documents. M&T will also require Client to test a Data File to ensure compatibility with Client's computer system.

After implementation of Lockbox Services, if there are proposed changes to the style and format of Remittance Documents, Client shall review the proposed changes with M&T and obtain M&T approval prior to use. M&T may adjust the price for processing Client's Payment Documents if changes are made to Client's Remittance Documents (including Remittance Document OCR Line configuration) without such prior approval. Client agrees that reading the OCR Line is an automated process that does not include the physical examination of the Remittance Documents being processed.

(f) If using an M&T owned P.O. Box, Client shall not provide any party sending Mail to Client with postage prepaid envelopes. Client will reimburse M&T for all postage due on the Mail received. If using a Client owned P.O. Box, Client is solely responsible for all charges related to the P.O. Box. M&T has no obligation to identify stale-dated and post-dated Items or Items specifying "payment in full" (or similar statements) in Client's Mail whether using an M&T owned P.O. Box or Client owned P.O. Box. If Items specifying "payment in full" (or similar statements) are negotiated, Client's ability to collect any balance owed on the related liability could be adversely affected. M&T is not obligated to apply an endorsement intended to preserve Client's rights to collect the full amount owed and makes no representation or warranty that any endorsement that applies to an item will preserve Client's right to collect the full amount owed. Client assumes all risks of negotiation of such Items.

(g) M&T's receipt of the Mail does not make M&T a bailee of the Payment Documents. For Payment Documents that are deposited in the Account, M&T and Client have a debtor-creditor relationship as normally exists between a depository bank and its depositors.

(h) If Client is a governmental entity, in performing this Service M&T is acting solely as a depository and not as an agent for the collection of taxes.

(i) If the Mail includes Payment Documents naming a Third Party Payee, Client represents to M&T that: (i) Client has obtained written authorization from each Third Party Payee for M&T to endorse the Third Party Payee's Payment Documents as payable to Client and to deposit the items into the Account; (ii) the Third Party Payee authorization includes an assignment to Client of all of the Third Party Payee's right, title, and interest in and to each of the Third Party Payee's Items; (iii) Client will retain a copy of each Third Party Payee authorization for at least seven years after the termination of this Service and will provide a copy of any authorization to M&T upon request; and (iv) each Third Party Payee authorization will be in effect and fully operative at all times that M&T provides this Service to the Client.

2. **Electronic Images:**

   (a) M&T will use reasonable efforts to create electronic images of Mail that meets M&T's imaging, processing, and deposit requirements;

   (b) M&T will deliver the electronic images of the Mail: (i) through the Website; (ii) through Direct Transmission; or (iii) by an electronic delivery channel mutually agreed upon by Client and M&T; and

   (c) In the normal course of lockbox processing, M&T will reject and return Exception Items. However, as an optional Service, Client can request M&T provide it with Exception Item processing when it completes and submits its Set-Up From. If Exception Item processing is selected by Client, M&T will notify Client by email and will make available to Client Exception Items via a designated Website for Client to review. For each Exception Item, Client must be able to either provide missing remittance details to "correct" the Exception Item thereby allowing the Exception Item to be processed or instruct M&T to reject and return the Exception Item unprocessed. Client agrees that it will be responsible for the accuracy of all information provided to correct an Exception Item as well as all instructions to return and not process Exception Items submitted in its name via the designated Website. Client must communicate its decisions for Exception Items using the designated Website by the deadline indicated on the Set-Up Form, and if it does not, M&T will follow Client's default instructions as set out in the Set-Up Form.

   (d) M&T will make remittance data about Payment Documents and Remittance Documents received in the lockbox and deposited in the Account(s) available to Client based on the chosen reporting method indicated on the Set-Up Form.

3. **Check Processing.** M&T shall use reasonable efforts to adhere to the following processing rules with respect to checks:

   (a) Both amounts missing from check - Send to Client unprocessed;

   (b) Legal Amount (dollar amount written) or Courtesy Amount (dollar amount in number form) is missing - Process (and if there is a discrepancy between the Legal Amount and the Courtesy Amount, the Legal Amount controls);

   (c) Post Dated - Process;

   (d) Stale Dated - Process;

   (e) Marked "Paid in Full" - Process;

   (f) Missing or Incomplete Date - Process;

   (g) Missing or Incorrect Payee - Send to Client unprocessed;

   (h) Missing Signature - Process;

   (i) Post Mark Review (only available with Tax Lockbox Service option) - Post marks will be reviewed for the five Business Days following the date of each penalty period due date. The date used for processing these payments will be the last date of the penalty period in which the payment was mailed; and

   (j) For Tax Lockbox Service option only - M&T will not process split parcels and adjustments to the tax roll. These items will appear as "payment is not equal to amount due," and will be rejected and returned to Client.

4. **Credit Card Payment Processing.** The following provisions apply to credit card processing, which is available only for the Wholesale, Property Manager, Financial Institutions (Direct Sale), Retail, and National Lockbox Service options:

   (a) Client shall comply with all card network rules;

   (b) M&T will input the required information into its credit card processing system using Client's M&T Merchant number as a remote location of Client's organization. Such information may include credit card number, dollar amount of payment, and payor's zip code;

   (c) M&T may require address verification for credit card lockbox transactions. An address verification (AVS) is made as part of the authorization, which provides information as to whether the address provided by the cardholder matches the address for the card in the records of the card issuing bank. NOTWITHSTANDING THE RESULT OF THE AVS, CREDIT CARD TRANSACTIONS WILL BE PROCESSED. Client is solely responsible to review the AVS responses reported by M&T to determine which transactions to credit. Permitting the processing of a transaction without an AVS match could result in charge backs under the relevant card association rules; and

   (d) M&T will input all processable credit card payments for Client. Client will be able to access reports detailing authorized credit card payments received and successfully input by lockbox on each Business Day via Client's Merchant Services Website.

5. **Electronic Lockbox.** E-Lockbox Services provides Client with the ability to receive consumer payments electronically that are initiated via a consumer's home banking portal or through other payment channels offered by third-party bill consolidators. Client acknowledges and agrees that M&T utilizes a third-party vendor to provide the E-Lockbox Services including payment processing. Client agrees to complete the application for E-Lockbox Services and Client's information will be provided to Bank's third-party vendor to enable payment processing.

   (a) Client shall provide M&T with all data specifications necessary for the E-Lockbox Services network to process payments and for M&T to transmit remittance data to Client. Client agrees to conduct such tests as Bank may deem necessary to ensure Client and M&T are able to process remittance data. Client shall have the duties and responsibilities set out in the Implementation Documents regarding review of payment information received.

   (b) M&T agrees to make electronically initiated consumer payment data ("Payment Data") available to Customer for Client's approval on each Business Day M&T receives Payment Data through Bank's E-Lockbox portal. Approved Payment Data received before the cutoff time will be processed on the next Business Day and the corresponding bill payment funds will be transmitted as a separate deposit for credit to the deposit account.

6. **Post Termination Delivery.** For a minimum of 30 days following termination of this Service, M&T will deliver to Client at least once each week any Mail that it receives; provided, that, if the Master Agreement is also terminated, M&T may return to the sender any received Mail.

7. **Correction of Errors.** Client's sole remedy for any error committed by M&T in performing this Service is for M&T to make a correcting entry in the next regularly scheduled processing period after M&T receives notice of the error from Client and has had a Reasonable Time to Act. M&T is not obligated to detect or correct any error of which it has not been notified by Client.

8. **Lockbox for Healthcare Entities.** If Client is a "covered entity" under the Health Insurance Portability and Accountability Act and the regulations issued thereunder (collectively, "**HIPPA**") and the Health Information Technology for Economic and Clinical Health Act ("**HITECH**"), and is using this Service in such a

way that M&T may create, receive, use, or disclose for (or on behalf of) Client any individually identifiable protected health information (as defined in 45 C.F.R 160.103) that is subject to protection under HIPPA, then Client is responsible for notifying M&T and entering into M&T's business associate agreement ("**BAA**"). M&T is not subject to or bound by any other implied or express obligations, duties, or liabilities arising out of M&T being a "business associate" under HIPPA, except to the extent expressly set forth in the BAA, HIPPA, or HITECH.

M&T Escrow Online Service

The M&T Escrow Online Service allows Client to set up one or more Escrow Online Service Accounts (defined below). Each Escrow Online Service Account will have a linked Master Account (defined below) and Holding Account (defined below); for each pairing, Client can open Sub-Accounts (defined below) so that Client can hold sums in escrow in a fiduciary or constructive trust capacity in connection with Client's business operations. Please note that users who have the authority to access the M&T Escrow Online Service module within the Website may have the authority (if authorized by their Global Administrator) to transfer funds; only users who have been assigned tokens to log into the Website can be authorized to access the M&T Escrow Online Service module within the Website.

Definitions

"**Account Maintenance**" means one or more administrative tasks associated with the opening and ongoing maintenance of a Sub-Account, including, but not limited to, opening, closing or modifying the particulars of a Sub-Account such as changes to the mailing address.

"**Aggregation Level**" means a grouping applied by Client that allows Sub-Accounts to be linked together under a common identifier.

"**Escrow Agent Compensation**" means any form of compensation or other benefit Client receives from performing administrative, fiduciary, trust or other duties in respect of its customers' funds.

"**Escrow Online Bulk Upload File**" means an electronic file which Client can upload to the Website in order to open Sub-Accounts in larger volumes.

"**Escrow Online Service Account**" means an account structure consisting of a group of linked Accounts; each Escrow Online Service Account includes a single Master Account, a single Holding Account and one or more Sub-Accounts.

"**Escrow Online Service Account Opening Form**" means the M&T form Client completes and submits in order to open an Escrow Online Service Account.

"**Escrow Services Setup Form**" means the M&T form Client completes and submits in order to set up and configure an Escrow Online Service Account.

"**Holding Account**" means a single Account within an Escrow Online Service Account structure in which funds moved to the Sub-Account(s) are housed.

"**Master Account**" means a single non-interest-bearing Account within an Escrow Online Service Account structure into which funds may be deposited or withdrawn.

"**Sub-Account**" means an Account (either interest- or non-interest bearing) in which Client can place funds Client wishes to hold on behalf of another party in a fiduciary or constructive trust capacity.

Terms and Conditions

1. **Scope.** These M&T Escrow Online Service terms and conditions apply to each Escrow Online Service Account opened by Client and each Master Account, Holding Account and Sub-Account in such Escrow Online Service Account structure. Once established, each Escrow Online Service Account can be employed by Client for the purpose of handling the funds of another party in a fiduciary or constructive trust capacity (e.g., landlord, building manager, attorney, homebuilder, title company, condo, co-op, municipality, funeral service provider, homeowners association, 1031 exchange). Client can access, manage and issue transaction instructions to M&T in respect of the Accounts in an Escrow Online Service Account structure through the Website, or such other means as M&T may allow.

2. **Opening, Modification and Closing of Master Accounts.** Client cannot open a Master Account via the Website. In order to open a Master Account, Client must visit an M&T branch office or submit a completed Escrow Online Service Account Opening Form to their M&T relationship team. Upon receipt of an Escrow Online Service Account Opening Form in condition satisfactory to M&T, M&T will setup an Escrow Online Service Account in accordance with Client's instructions as set out in the M&T Escrow Services Setup Form, which will include the establishment of a Master Account and linked Holding Account in Client's name.

3. **Opening, Modification and Closing of Sub-Accounts.** Client may open a Sub-Account, change an existing Sub-Account, or close a Sub-Account via the Website using the tools available within the Website's M&T Escrow Online Service module, or such other means as M&T may allow. Client may also open Sub-Accounts via the submission to M&T of an Escrow Online Bulk Upload File. A Bulk Upload File template is available within the M&T Escrow Online Service module; once completed by Client the Bulk Upload File can be uploaded to M&T via the M&T Escrow Online Service module. When Client opens a Sub-Account Client will need to assign that Sub-Account an Aggregation Level, Client can create and assign an Aggregation Level via the M&T Escrow Online Service module or by any other means M&T may make available. Client acknowledges that users granted authority to access the M&T Escrow Online Service module by Client's Global Administrator have the authority to perform all activities within the module within the scope of authority granted to them by the Global Administrator. Client further acknowledges that Client's Authorized Representatives have the authority to execute and/or acknowledge and submit forms and other documents related to the receipt of M&T Escrow Online Services, even if they have not been granted access to the M&T Escrow Online Service module.

4. **Deposits and Withdrawals.** Client may deposit funds into and withdraw funds from an Escrow Online Service Account by depositing funds into and withdrawing funds from the Master Account or a Sub-Account. Funds deposited into the Master Account will be held in the Master Account, funds deposited in a Sub-Account will be housed in the Holding Account.

   (a) Deposits. Client may deposit funds into the Master Account by any means M&T makes available. To deposit funds in a Sub-Account Client may move funds from the Master Account to a Sub-Account or deposit funds directly into a Sub-Account by ACH, Instant Payment or Wire. Client may also deposit funds in a Sub-Account by any other means M&T may make available from time to time. Funds deposited in a Master Account remain in the Master Account and will not earn interest until Client allocates such funds to one or more interest bearing Sub-Accounts via the Website using the M&T Escrow Online Service module, or such other means as M&T may allow.

   (b) Withdrawals. Client may withdraw funds from the Master Account by any means M&T makes available, including by check. To withdraw Sub-Account funds Client may move funds from a Sub-Account to the Master Account or withdraw funds directly from a Sub-Account by ACH, check, Instant Payment or Wire; Client must be enrolled in each respective Service (ACH, Instant Payment or Wire) in order to withdraw funds from a Sub-Account via that Service.

Client may also withdraw funds from a Sub-Account by any other means M&T may make available from time to time. Client can use the M&T Escrow Online Service module or such other means as M&T may allow in order to allocate funds between a Master Account and its linked Sub-Accounts. Interest earned on each Sub-Account is credited to such Sub-Account on a monthly basis and available for withdrawal after any such interest has been credited.

5. **Access via M&T Escrow Online Service Module.** In addition to Client's Global Administrator having the authority to manage Client's Escrow Online Service Accounts, Global Administrators can manage the authority of individual users within the M&T Escrow Online Service module. Global Administrators can grant individual users one of the following abilities: (I) Escrow Online Administrator - a user who has the power to perform all functions granted to a Global Administrator within the M&T Escrow Online Service module (but only within the M&T Escrow Online Service module); (II) Maker – a user who has the power to originate all functions permitted within the M&T Escrow Online Service module; (III) Checker - a user who cannot originate any functions but has the ability to approve or decline the actions of a Maker; and (IV) Read-Only - a user who is not permitted to perform any functions within the M&T Escrow Online Service module, but has the ability to access and view activity within the module. Each Maker and Checker role can be set up with or without payment capabilities; as a security protection for Client all actions originated by a Maker must be approved by a Checker prior to being processed.

6. **Escrow Agent Compensation (Administrative Fee).** If Client opens an Escrow Online Service Account to hold funds on behalf of another party and Client indicates via the Escrow Services Setup Form that it is entitled to Escrow Agent Compensation under applicable state law in respect of such funds, M&T will designate all or a portion of the interest earned by the Sub-Account (in which such funds are held) as Escrow Agent Compensation in accordance with Client's instructions, subject to any limitations set forth in the Specific Features and Terms For M&T Escrow Services Sub-Account (a copy of which Client hereby acknowledges as having been made available to it by M&T). In respect of all Escrow Agent Compensation Client receives, Client represents and warrants to M&T that Client is legally entitled to all such Escrow Agent Compensation and agrees, in addition to all other indemnity obligations of Client set out in the Agreement, to indemnify and hold M&T harmless for all losses M&T may suffer as a result of Client not being legally entitled to receive Escrow Agent Compensation.

7. **Responsibility for Compliance.** Client, as the fiduciary or other entity opening an Escrow Online Service Account, is solely responsible for the proper management, allocation and disbursal of all funds held in the Master Account and Sub-Account(s) (including any interest earned thereon), including, but not limited to, the receipt by Client of any Escrow Agent Compensation, and for compliance with any law, regulation, agreement, rule and/or document applicable to funds held in a Sub-Account and any interest earned on such funds. Client agrees that it: (i) will pay to the relevant principal all funds held in that principal's Sub-Account (including any interest earned thereon) to the extent required by the terms of any law, regulation, agreement, rule and/or document applicable to such funds; and (ii) will not take, utilize, withdraw or request distribution of any funds held in a Sub-Account (or any interest earned thereon), except to the extent permitted by the terms of any law, regulation, agreement, rule and/or document applicable to such funds. If Client indicates that it has a beneficial interest in any funds in an Escrow Online Service Account (including interest earned thereon), including as Escrow Agent Compensation, Client hereby represents and warrants to M&T that the relevant principal has no right to claim such funds under the terms of any law, regulation, agreement, rule and/or document applicable to such funds and, in the event the relevant principal does have a right to such funds, Client shall promptly pay such funds to that principal. Client is solely responsible for paying any funds held in a Sub-Account (and/or any interest earned thereon) to the relevant principal at such times or intervals as required by the terms of any law, regulation, agreement, rule and/or document applicable to such funds. Client agrees to notify M&T when funds moved, or funds which should have been moved, by Client to a Sub-Account have become abandoned property under the abandoned property laws and regulations applicable to such funds and to provide M&T with all information necessary for M&T to comply with its obligations under such abandoned property laws and regulations. Client acknowledges that it is Client, and not M&T, that has a relationship with the beneficial owner(s) of funds in each Sub-Account and knowledge of the full amount of funds belonging to each such beneficial owner(s) and, in turn, knowledge of when the funds in each Sub-Account are to be considered abandoned under the applicable laws and regulations. Client acknowledges that M&T is relying solely upon Client for notification of, and information relating to, the abandoned nature of funds held by Client in a Sub-Account. In addition to all other indemnities contained in the Agreement, Client hereby releases and agrees to defend and indemnify M&T and to hold M&T harmless from and against any and all claims, liabilities, losses, damages, costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements) that M&T may suffer or incur at any time in connection with any mismanagement or wrongful disbursal of such funds or non-compliance with any such law, regulation, agreement, rule or document applicable to such funds, including, but not limited to, abandoned property laws and regulations. Client acknowledges that Escrow Online Service Accounts are not designed to comply with the requirements of any State's or District's laws, regulations or rules that may govern funds held in a fiduciary capacity or to satisfy Client's obligations, including, but not limited to, those set forth in any State or District law relating to funeral escrow accounts, attorney escrow accounts, homebuilder/title company/condo/co-op escrow accounts, home owners association accounts, municipal escrow accounts, 1031 exchange accounts or lease security deposit escrow accounts, with respect to the beneficial owner of funds in any Sub-Account, including any obligation under applicable law or regulation to pay any prescribed rate of interest to the principal. M&T provides no representation or guarantee that the Escrow Online Service Account will ensure Client's compliance with any applicable laws, regulations or rules. Client acknowledges and agrees that it shall be solely responsible for such compliance. Client further acknowledges and agrees that M&T is not acting as escrow agent, trustee or in any other fiduciary capacity with respect to any Escrow Online Service Account.

8. **Tax and Other Requirements; Representations and Warranties.** In addition to all other M&T account opening requirements, to open an Escrow Online Service Account, Client must provide M&T with completed copies of all documentation that M&T requires in relation thereto, which may include the Internal Revenue Service ("IRS") Form W-9 (certification of taxpayer identification number) and/or applicable W-8 for each Master Account and Sub-Account, completed and signed by the beneficial owner of the funds in such Master or Sub-Account (e.g., for a lease security deposit, the relevant tenant). Without restricting any of its other rights, M&T may refuse to open any Escrow Online Service Account, or Sub-Account for which an IRS Form W-9 and/or applicable W-8 and/or other certification of taxpayer identification number ("TIN") acceptable to M&T is not provided. The TIN associated with each Sub-Account must correspond to the title of such Sub-Account. By each such submission, Client agrees to assume: (i) responsibility for any subsequent corrections to any Form 1099 reporting that may be necessary and (ii) liability and to indemnify M&T for any Form 1099 reporting errors caused by an error in the TIN certification submitted by Client. Client is solely responsible for ensuring each W-9 and/or W-8 submission is received by M&T. If Client provides M&T with IRS Forms W-9 and/or W-8 obtained from the beneficial owner via an electronic system established by Client, Client represents and warrants to M&T that the design of the electronic system utilized by Client for such purpose will at all times: (i) ensure that the information received from each beneficial owner is identical to the information sent by such owner, and, further, document all occasions of such beneficial owner's access that result in the submission of a completed Form W-9 or W-8, as applicable, for that owner; (ii) make reasonably certain that the person accessing the system and submitting the Form W-9 or W-8 is the person identified on that form; (iii) provide the same information as would be contained on the paper IRS Form W-9 or W-8, as applicable; (iv) be able to supply a hard copy of the electronic Form W-9 or W-8 if the IRS or M&T requests it; and (v) require as the final entry in each beneficial owner's submission an electronic signature by the beneficial owner whose name is on the Form W-9 or W-8 that authenticates and verifies the submission and that is made under penalties of perjury using the perjury statement containing the language of the paper W-9 or W-8, as applicable. M&T may, at any time, in its sole discretion, decline to accept electronically

submitted IRS Forms W-9 and W-8 provided by Client for Sub-Accounts linked to a Master Account or require paper forms to supplement previously applied electronically submitted Forms W-9 or W-8, and, upon request by M&T, Client agrees to provide M&T with the required paper forms when opening Sub-Accounts within ten (10) days of such request. Any Sub-Account may be subject to backup withholding. In the event Client receives from M&T a Form 1099 for a beneficial owner for which Client has opened a Sub-Account, Client agrees to promptly deliver such Form 1099 to the relevant beneficial owner. Client represents and warrants to M&T, now and at all times it maintains an Escrow Online Service Account with M&T, that it: (i) has all the authority necessary and appropriate to open and operate the Escrow Online Service Account, (ii) will obtain all the authority necessary to open, maintain and manage any Sub-Account that it subsequently links to a Master Account, and (iii) will keep all information with respect to the beneficial owner of the Sub-Account up to date. Upon request, Client agrees to provide M&T with any documentation that M&T reasonably requests evidencing Client's authority to open and operate the Master Account, Holding Account and Sub-Accounts.

9. **Miscellaneous.** If more than one owner is named as the beneficial owner of funds held in a Sub-Account, such Sub-Account will be a joint and several Account. Notwithstanding the foregoing, no third party, including the beneficial owner(s) of funds in any Sub-Account, shall have the right to exercise any control over, or to otherwise direct M&T with respect to, any Sub-Account, the Master Account or Holding Account. M&T will only accept instructions with respect to an Escrow Online Service Account from Client and its representatives. M&T reserves the right to close an Escrow Online Service Account and/or any Sub-Account within an Escrow Online Service Account structure at any time for any reason. By withdrawing or taking any interest or principal out of an Escrow Online Service Account, Client covenants and agrees to remit all such funds to the appropriate beneficial owner(s) of such funds. These M&T Escrow Online Service terms and conditions together with any other agreements, documents and disclosures issued by M&T relating to the M&T Escrow Online Service or an Escrow Online Service Account constitute the complete and exclusive expression of the terms of the agreement between the parties governing the provision of the M&T Escrow Online Service, and supersedes all prior and/or contemporaneous communications between the parties, relating to the subject matter of these M&T Escrow Online Service terms and conditions.

Positive Pay Service

The following features are available through the Positive Pay Service:

(a) Positive Pay: This allows Client to provide M&T the serial numbers and dollar amounts of checks issued but not yet presented for payment that may be paid without referral to Client. Checks that do not match a serial number or dollar amount are referred to Client for Decisioning.

(b) Payee Positive Pay: This works in the same way as Positive Pay with the addition of Decisioning for checks that do not have a payee match or that have a payee match but do not match the MICR information.

(c) Reverse Positive Pay: M&T will provide Client with a list of checks presented for payment for Decisioning.

(d) Maximum Dollar Limit: This allows Client to establish a cap on the dollar amount of checks that may be paid against an Account Checks that exceed the cap are referred to Client for Decisioning.

(e) Stale Dated Check: This allows Client to establish a date beyond which a check it has issued will not be honored. Checks that exceed the established date are referred to Client for Decisioning.

Definitions

"**Alert**" means a notification appearing within the Positive Pay Service module which informs users that there is a Suspect File containing checks or other items that need to be decisioned or approved.

"**Consolidated Payables File**" means a file submitted via Direct Transmission in connection with the Consolidated Payables Service that may include ACH, wire, automated check payments, Positive Pay/Payee Positive Pay, and commercial card transactions.

"**Criteria**" means either or both of the: (a) dollar amount cap established by Client for the Maximum Dollar Limit feature; or (b) stale date established by Client for the Stale Dated Check feature.

"**Cut-Off Time**" means 4:00 p.m. ET.

"**Decisioning**" means Client's Instruction to M&T to pay or return a check in accordance with the provisions of these T&C.

"**Integrated Payables File**" means a file submitted via Direct Transmission in connection with the Integrated Payables Service that may include ACH, wire, automated check payments, Positive Pay/Payee Positive Pay, and commercial card transactions.

"**Outstanding File**" means a file received and maintained by M&T that contains Records of checks issued by Client but not yet presented for payment against an Account.

"**Permission**" means the authority granted to users within the Positive Pay Service module; for example, the authority to review Suspect Files and make pay or no pay decisions with respect to checks or other items appearing in Suspect Files.

"**Record**" means the serial number, dollar amount, issuance date, account number, payee name, or combination thereof, applicable to the relevant feature.

"**Suspect File**" means a file that contains information on: (a) checks presented for payment against an Account that do not match the Records in the Outstanding File or the Criteria; or (b) with respect to the Reverse Positive Pay feature, all checks presented for payment against an Account.

Terms and Conditions

1. Records, Outstanding Files, and Other Required Information.

(a) Positive Pay, Payee Positive Pay, and Stale Dated Checks. To use these features, Client must send to M&T (in an M&T-approved format) via Direct Transmission, Website, or other M&T approved method, the Records of checks issued by Client. Client may send its Records as part of a Consolidated Payables File or an Integrated Payables File. To keep the Outstanding File up-to-date, Client must provide such Records no later than the Cut-Off Time on the Business Day: (i) prior to the day of the issuance of the check for Records to be added to the Outstanding File; and (ii) on which the Record is to be removed for Records to be deleted from the Outstanding File. M&T will use those Records to update the Outstanding File daily. The Records and other information required for each of these features are:

Feature	Records Required (For Each Check)	Other Information Required
Positive Pay	• Account Number • Serial Number • Dollar Amount • Issuance Date	• Client must also indicate which Records in the Outstanding File are to be deleted.
Payee Positive Pay	• Account Number • Serial Number • Dollar Amount • Issuance Date • Payee Name(s)	• Client must also indicate which Records in the Outstanding File are to be deleted.
Stale Dated Checks	• Account Number • Serial Number • Dollar Amount • Issuance Date	• Client must also indicate which Records in the Outstanding File are to be deleted. • The face of each check must state "Void after (date)."

(b) Reverse Positive Pay. Client is not required to provide M&T with Records for Reverse Positive Pay.

(c) Maximum Dollar Limit. Client must indicate on the Client Election Form the maximum dollar value of each check that may be paid against each designated Account. The face of each check must state "Payment Not to Exceed $XXX.XX."

2. **Direct Transmission.** If Client wishes to send Records using Direct Transmission, Client must designate a minimum of one and a maximum of 10 email addresses to receive from M&T an automatic email confirmation of Records. The email confirmation will include the total number and dollar amount of all checks in the Records. If there is any discrepancy between the totals provided in the email confirmation and the information in the Records, Client must promptly contact M&T's Positive Pay Customer Service. M&T is not obligated to determine or notify Client of any discrepancies. Email confirmations are sent using secure email and require prior registration and the use of a password to open and view the email. Client's designated email addresses must be able to access such secure emails.

3. **Checks/Processing of Checks.**

(a) Specifications. Client will use only checks that comply with M&T's check printing and MICR specifications.

(b) Positive Pay. M&T will conduct an automated review of the checks presented for payment against the Records in the Outstanding File for the relevant Account. M&T will pay all checks that match the: (i) serial number; and (ii) dollar amount. If there is not an exact match, M&T will (i) include the check in the Suspect File for Decisioning, and (ii) may refuse payment if the check is presented over the counter at an M&T Branch.

(c) Payee Positive Pay. M&T will conduct an automated review of the checks presented for payment against the Records in the Outstanding File for the relevant Account. M&T will pay all checks that match the: (i) serial number; (ii) dollar amount; and (iii) payee name(s). If there is not an exact match, M&T will (i) include the check in the Suspect File for Decisioning, and (ii) may refuse payment if presented over the counter at an M&T Branch; provided, that M&T will pay checks that do not have a name in the Record but otherwise match the serial number and dollar amount in the Record. If a check does not meet a minimum threshold amount set by M&T, M&T may decide not to conduct a review of the payee name but would still conduct a review of the serial number and dollar amount. M&T has no obligation to advise Client of the minimum threshold amount.

(d) Reverse Positive Pay. M&T will include the serial number and dollar amount of all checks presented for payment in the Suspect File for Decisioning. Client shall review this information to verify whether the checks presented are properly payable and provide Decisioning accordingly.

(e) Maximum Dollar Limit. M&T will pay checks that have a face value equal to or less than the maximum dollar limit established by Client. If a check has a face value greater than the maximum dollar limit, M&T will: (i) include the check in the Suspect File for Decisioning if Client is also enrolled in one of the Positive Pay features; or (ii) return the check if Client is not also enrolled in one of the Positive Pay features.

(f) Stale Dated Checks. M&T will conduct an automated review of the checks presented for payment against the Records in the Outstanding File for the relevant Account. If M&T determines that a check is not stale, M&T will pay the check. If a check is stale, M&T will: (i) include the check in the Suspect File for Decisioning if Client is also enrolled in one of the Positive Pay features; or (ii) return the check if Client is not also enrolled in one of the Positive Pay features.

(g) Damaged MICR Lines. M&T may, but is not obligated to, review checks manually and repair any damage to the MICR lines.

4. **Activating Service**

Client acknowledges that prior to the Positive Pay/Payee Positive Pay Service becoming fully functional, Client must complete training to ensure Permission(s) are properly established and assigned to Client's users, Alerts are enabled, and Client's users have been properly educated on how to review Suspect Files and decision all checks or other items within Suspect Files. Client agrees that it shall be solely responsible for all losses attributable to its failure to ensure the Positive Pay/Payee Positive Pay Service is fully functional.

5. **Suspect File; Decisioning.**

(a) Prior to 10:00 a.m. ET each Business Day, M&T will use reasonable efforts to provide Client a Suspect File. Prior to the Cut-off Time each Business Day, Client must provide M&T Decisioning with respect to each check or other item in the Suspect File. Client acknowledges that it is solely responsible for inspecting each check or other item in each Suspect File and submitting a pay or no pay decision to M&T prior to the Cut-off Time on that same Business Day. Client agrees that it is solely responsible for all losses attributable to its failure to do so. Further, for each check or other item Client instructs M&T to return, Client agrees to indicate if the basis for its no pay decision is due to the check being (i) unauthorized or (ii) because it was altered.

(b) For Clients that use the Maximum Dollar Limit or Stale Dated Check features without also being enrolled in one of the Positive Pay features, no Suspect File will be sent and M&T will automatically return checks that do not match the Criteria. Client will not have the opportunity to review such checks prior to their return.

6. **Return Checks.** M&T cannot return checks that have been: (a) cashed over the counter; or (b) paid prior to the time that (i) Client instructs M&T to pay or return such checks and (ii) M&T has had a Reasonable Time to Act on such Instruction.

7. **Default Options.** If Client does not provide Decisioning for any check in accordance with these T&C, M&T will handle such check in accordance with Client's elected default options; provided, that for Reverse Positive Pay, the default is for M&T to pay all checks presented against the Account. If Client has not elected a default option and fails to timely provide Decisioning: (a) for Positive Pay or Payee Positive Pay, M&T will pay all checks listed in the Suspect File; or (b) for Maximum Dollar Limit and Stale Dated Checks, M&T will pay all checks that are consistent with the Criteria.

8. **Dual Authorization.** M&T strongly recommends that Client use any secondary approval procedures made available through any Website. M&T may require dual authorization for certain decisions.

9. **General.** Client waives any claim of wrongful dishonor for the return of checks under this Service. M&T shall use reasonable efforts to provide the relevant information and reports within the timeframes identified in these T&C. If Client does not provide M&T with the Records required for the Service feature selected by Client, M&T may terminate the Service; provided, however, that if Client does not provide the Records required for the Positive Pay feature or the Payee Positive Pay feature, M&T may change Client to the Reverse Positive Pay feature instead of terminating the Service.

Remote Safe Deposit Service

To have the Remote Safe Deposit Service, Client must have a contract with a third-party Remote Safe Provider for safe deposit services, including safe deposit pickups, processing, and content transportation to M&T ("**Remote Safe Provider Contract**"). As part of the Remote Safe Provider Contract, Client must have an M&T-approved safe ("**Equipment**") installed at its Business Location to accept and validate U.S. currency deposits. The Equipment is part of the Client Systems. The currency deposits will be collected and processed by the Remote Safe Provider and delivered by its armored courier to a Cash Vault Facility. Client will be classified as receiving "Verified Funds" if one of the following applies: (i) Client's Deposit is not picked up at least once per week; (ii) Client chooses to "opt-out" of "Advanced Funds"; or (iii) Client's Remote Safe Provider does not also operate Client's Cash Vault Facility. Otherwise, Client will be classified as receiving "Advanced Funds."

Definitions

"**Advanced Funds**" means Client will receive daily provisional credit for currency that remains in the Equipment until such currency is collected and verified by M&T, subject to certain limits.

"**Business Location**" means Client's business location(s), as identified on a Set-Up Form, at which the Remote Safe Provider has installed the Equipment and from which it will pick up Client's currency for delivery to a Cash Vault Facility.

"**Cash Vault Facility**" means each location of Client's Armored Courier designated by Client and permitted by M&T for the receipt of Deposits.

"**Deposit**" means the deposit of funds to an Account using this Service.

"**Discrepancy**" means a difference between: (a) the amount declared on the Remote Safe Provider File; and (b) the actual amount of the Deposit as collected and verified by M&T.

"**Deposit Deadline**" means the M&T deadline for receipt of Deposits at a Cash Vault Facility on a Business Day.

"**Remote Safe Provider**" means a company that has a contract with M&T to provide remote safe deposit services to M&T's clients and that also has a Remote Safe Provider Contract with Client.

"**Remote Safe Provider File**" is defined in Section 5(c)(ii) of these T&C.

"**Verified Funds**" means Client's Account will not receive credit for a Deposit until the currency making up such Deposit is received and verified by M&T.

Terms and Conditions

1. **Remote Safe Provider Contract and Equipment.**

   (a) Remote Safe Provider Contract. Client represents to M&T that: (i) the Remote Safe Provider Contract is, and shall remain throughout the term of this Service, in full force and effect; (ii) Client is not in breach of the Remote Safe Provider Contract; and (iii) Client shall immediately notify M&T if the Remote Safe Provider Contract terminates. At M&T's request, Client shall provide a copy of the Remote Safe Provider Contract.

   (b) Equipment. Client represents to M&T that: (i) the Remote Safe Provider has installed the Equipment at each Business Location and such Equipment is fully operational; and (ii) the Equipment shall remain at each Business Location and shall be used only in accordance with requirements of the Remote Safe Provider and M&T.

   (c) M&T Service. M&T (i) has no obligation to provide any of the services under the Remote Safe Provider Contract or to deliver currency to a Cash Vault Facility; and (ii) is not liable for any Losses arising out of the Remote Safe Provider Contract, the Equipment, any currency that remains in the Equipment, or any services provided by the Remote Safe Provider, including delivery of currency to a Cash Vault Facility. In the event of a conflict between these T&C and the Remote Safe Provider Contract with respect to this Service, these T&C prevail.

2. **Limitations.** This Service: (a) may not be used for (i) U.S. coins, checks, or other items, (ii) non-U.S. currency, bank notes, coins, checks, or other items, or (iii) change orders (i.e., orders of currency that would result in a withdrawal of funds from an Account); and (b) does not apply to any recycler (i.e., a device that allows reuse of funds placed in it) that may be a component of the Equipment, or to any funds in such a recycler.

3. **Service Options.** Client will be classified as receiving one of the following two Service options for each Business Location: (a) Advanced Funds; or (b) Verified Funds.

4. **Advanced Funds Service Option.** This Section applies if Client is classified as receiving "Advanced Funds."

   (a) M&T will provide Client with daily provisional credit, in accordance with this Section, for currency that remains in the Equipment prior to delivery and verification at the Cash Vault Facility.

   (b) Client shall ensure that: (i) currency in the Equipment is collected by the Remote Safe Provider at the agreed upon times (but no less than once per week); and (ii) the Remote Safe Provider delivers that currency to the Cash Vault Facilities.

(c) Subject to the other terms of these T&C, M&T will provide daily provisional credit to the Account for the total amount of currency designated in a Remote Safe Provider File if: (i) such currency is validated and accepted by the Equipment; and (ii) M&T receives from the Remote Safe Provider a deposit file (the "**Remote Safe Provider File**") detailing the total amount of currency validated and accepted by the Equipment prior to the Remote Safe Provider's deposit cut-off time. Each daily provisional credit is effective after the close of M&T's business on the Business Day it receives the Remote Safe Provider File, and all credited funds will be available to Client (A) to pay items and transactions posting to the Account at the end of that Business Day, and (B) otherwise the following Business Day. M&T may rely on any Remote Safe Provider File without obligation to inquire into its authenticity. Client must not access the currency in the Equipment after receiving daily provisional credit for such currency.

(d) Following receipt of currency at the Cash Vault Facility, M&T will verify, or have the Remote Safe Provider verify, the amount of currency delivered by the Remote Safe Provider. M&T will be deemed to have used due care if, upon opening each deposit bag delivered to the Cash Vault Facility, M&T, or the Remote Safe Provider, uses its standard procedures to verify the amount of the Deposit.

(e) After M&T has actually received and verified the currency, the credit is no longer 'provisional' and is considered a final credit of funds to the Account, subject to the other terms of these T&C.

(f) M&T may refuse to provisionally credit an Account, and may reverse a provisional credit and debit the Account for the amount of such provisional credit, if: (i) there is a Discrepancy; (ii) the Equipment fails or malfunctions; or (iii) M&T does not receive the Remote Safe Provider File or suspects it may be fraudulent.

(g) M&T may establish dollar limits on the amount of daily provisional credit provided to Client. If the total amount of currency in a Remote Safe Provider File exceeds such limit, M&T may: (i) provide daily provisional credit to the Account for the excess amount; or (ii) place a hold on such excess funds until the limit is no longer exceeded.

(h) Any Discrepancy identified in the verification process may be corrected by M&T. Client authorizes M&T to debit or credit its Account for any Discrepancy amount. Client may request notification for currency Discrepancies greater than $100, by telephone, to the location contact designated by Client, generally within one Business Day after deposit verification by M&T (or later if the Discrepancy is identified at a later time). Client may request a copy of all supporting documentation available for a Discrepancy by contacting M&T's Remote Safe Deposit Customer Service within 90 days of the Deposit.

5. **Verified Funds Service Option**. This Section applies if the Client is classified as receiving "Verified Funds."

(a) Client shall ensure that: (i) currency in the Equipment is collected by the Remote Safe Provider at the agreed upon times; and (ii) the Remote Safe Provider delivers that currency to the Cash Vault Facilities.

(b) Following receipt of currency at the Cash Vault Facility, M&T will verify, or have the Remote Safe Provider verify, the amount of currency delivered. M&T will be deemed to have used due care if, upon opening each deposit bag delivered to the Cash Vault Facility, M&T, or the Remote Safe Provider, uses its standard procedures to verify the amount of the Deposit.

(c) If Client's Deposit is received on a Business Day prior to the applicable Deposit Deadline, M&T will use reasonable efforts to credit the verified amount of the Deposit to the Account on that same Business Day. Deposits received on a Business Day after the applicable Deposit Deadline are credited to the Account on the next Business Day.

6. **Customer Service.** Client will contact: (a) M&T's Remote Safe Deposit Customer Service for any issues relating to this Service; and (b) the Remote Safe Provider for any issues relating to the Remote Safe Provider's services, including any currency deposited into the Equipment, Equipment issues, currency delivery, and customer reporting.

7. **Termination.** This Service will immediately terminate if: (a) the Remote Safe Provider Contract terminates; or (b) with respect to a particular Business Location, if the Equipment ceases to be located at that Business Location.

Virtual Account Management (VAM) Service

The Virtual Account Management Service is accessible through the Website and allows Client to manage one or more checking Accounts (each a "Physical Account") within which Client can create one or more Virtual Accounts. Virtual Accounts are opened by Client through the Website, and within each Physical Account Client cannot only create "stand-alone" Virtual Accounts but also group together two or more Virtual Accounts to create Virtual Account hierarchies, which allows Client to better manage their funds and business operations. Please note that users who have the authority to access the VAM module within the Website may have the authority (if authorized by their Global Administrator) to transfer funds; only users who have been assigned tokens to log into the Website can be authorized to access the VAM module within the Website.

Definitions

"**Hierarchical Balance Check**" means a control that enables a withdrawal to be reconciled across Virtual Accounts within the same Virtual Account hierarchy to assist in preventing Virtual Account overdrafts.

"**Intraday Limit**" means a Limit that Client may apply to a Virtual Account to restrict the amount that can be debited on a Business Day from that Virtual Account; for each Business Day, debit transactions which would cause the total dollar amount of debits to exceed the Intraday Limit will be rejected.

"**Limit**" means a restriction on the activity permitted on a Virtual Account, such as an Intraday, Overdraft, or Transaction Limit.

"**Overdraft Limit**" means a Limit that Client may apply that allows for a Virtual Account to be overdrawn up to a set amount.

"**Physical Account**" means a single interest-bearing checking Account established in Client's name, within which Client can establish one or more Virtual Accounts.

"**Transaction Limit**" means a Limit that Client may apply to restrict debit transactions from a Virtual Account; if any debit transaction is greater than the Transaction Limit the debit transaction will be rejected.

"**Virtual Account**" means an Account within a Physical Account in which Client can place funds Client wishes to hold and segregate from other funds in the VAM Account; Virtual Accounts can be independent of each other, but Client can also link two or more Virtual Accounts together in order to form a Virtual Account hierarchy; Virtual Accounts which Client has elected to link together are organized in a tier with a Virtual Account in "first" position, another in "second" position and so on.

"**Virtual Account Management Account**" or "VAM Account" means collectively, a Physical Account and all Virtual Accounts linked to that Physical Account.

"**VAM Account Opening Form**" means the M&T form Client completes and submits to M&T in order to open a VAM Account.

"**Virtual Account Management Bulk Upload File**" means a file which Client can upload to the Website in order to open Virtual Accounts in larger volumes.

Terms and Conditions

1. **Scope**. These Virtual Account Management Service terms and conditions apply to each VAM Account opened by Client and each Physical Account and Virtual Account in a VAM Account structure. Once established, each VAM Account can be employed by Client for the purpose of segregating Client's funds by Virtual Account with all Virtual Accounts centralized in the Physical Account hierarchy. Client can access, manage and issue transaction instructions to M&T in respect of its VAM Account(s) through the Website.

2. **Opening, Modification and Closing of Physical Accounts**. Client cannot open a Physical Account via the Website. In order to open a Physical Account, Client must visit an M&T branch office or submit a completed VAM Account Opening Form to their M&T relationship team. Upon receipt of a VAM Account Opening Form in condition satisfactory to M&T, M&T will setup a VAM Account which will include a Physical Account and one or more Virtual Accounts in accordance with Client's instructions.

3. **Client Elections**. There are two elections Client must make when opening a VAM Account – whether or not to "turn on" Limits and the Hierarchical Balance Check control. Please note that if Client elects not to "turn on" Limits at VAM Account opening Limits cannot be later turned on, therefore, M&T recommends that Client elect to enable Limits when opening a VAM Account. As specific dollar Limits are not required to be set at VAM Account opening, this approach will allow Client to retain the flexibility to later set specific dollar Limits as Client may deem necessary or prudent.

   (a) Virtual Account Limits. There are three types of Limits: Overdraft Limits, Transaction Limits and Intraday Limits. Please note that if Client elects to not enable or "turn on" Limits at VAM Account opening, Limits cannot later be assigned to a Virtual Account. Limits apply only to the Virtual Account in respect of which a given Limit is set.

   (b) Hierarchical Balance Check. Client can elect to enable the Hierarchical Balance Check control both at VAM Account opening, and after a VAM Account has been opened. If Client elects to enable the Hierarchical Balance Check control, when a withdrawal request exceeds the balance of a Virtual Account, funds on deposit in Virtual Account(s) within the same linked hierarchy will be used to contribute to the funding of the withdrawal request. This helps to prevent a Virtual Account from going into overdraft status when a withdrawal request or debit transaction is larger than a Virtual Account's balance. If Client does not elect to enable Hierarchical Balance Check, funds will only be drawn from the Virtual Account on which the withdrawal request is made. This means that if the withdrawal request is in excess of the Virtual Account's balance, the Virtual Account will overdraft and the Overdraft Limit (if any) will apply.

4. **Opening, Modification and Closing of Virtual Accounts**. Client may open a Virtual Account, change an existing Virtual Account or close a Virtual Account via the Website within the Virtual Account Management Service module. Client may also open Virtual Accounts via the submission to M&T of a Virtual Account Management Bulk Upload File, which enables Client to open Virtual Accounts in larger volumes. A Bulk Upload File template is available within the Virtual Account Management Service module. Once completed by Client, the Bulk Upload File can be uploaded to M&T via the Virtual Account Management Service module. Client's Global Administrator(s) can also authorize users to access the Virtual Account Management Service module to manage Virtual Accounts, for example, giving users the authority to open a new Virtual Account, make changes to the setup of an existing Virtual Account or close a Virtual Account, as well as making deposits or withdrawals as set out in more detail in the following section.

5. **Deposits and Withdrawals**. Client may deposit to, and withdraw funds from, a VAM Account by depositing to, or withdrawing funds from, either the Physical Account or a Virtual Account. Funds deposited into the Physical Account will be held in the Physical Account; funds deposited in a Virtual-Account will be tracked within the Virtual Account but housed in the Physical Account.

   (a) Deposits. Client may deposit funds into the Physical Account by any means M&T makes available. Funds may only be deposited into a Virtual Account by ACH, Instant payment, or wire, please note fees may be assessed. Client may also move funds between Virtual Accounts by transferring funds from one Virtual Account to another, via the VAM Module.

   (b) Withdrawals. Client may withdraw funds from the Physical Account by any means M&T makes available, including by check. Client can initiate withdrawals from a Virtual Account via the VAM Module. Funds may only be withdrawn from a Virtual Account by ACH, Instant payment, wire, or as a check from the VAM Module; please note Client must be enrolled in each respective Service (ACH, Instant Payment or Wire) in order to withdraw funds from a Virtual Account via that Service and there may be fees associated with use of that Service. Interest earned by the Physical Account is credited to the Physical Account on a monthly basis and is available for withdrawal after any such interest has been credited. Client may also move funds between Virtual Accounts by transferring funds from one Virtual Account to another, via the VAM Module.

6. **Access via Virtual Account Management Module**. In addition to Client's Global Administrator having the authority to manage Client's VAM Accounts, Global Administrators can manage the authority of individual users within the Virtual Account Management Service module. Global Administrators can grant individual users one of the following abilities: (I) VAM Administrator - a user who has the power to perform all functions granted to a Global Administrator within the Virtual Account Management Service module (but only within the Virtual Account Management Service module); (II) Maker – a user who has the power to originate all functions permitted within the Virtual Account Management Service module; (III) Checker - a user who cannot originate any functions but has the ability to approve or decline the actions of a Maker; and (IV) Read-Only - a user who is not permitted to perform any functions within the Virtual Account Management Service module, but has the ability to access and view activity within the module. Each Maker and Checker role can be set up with or without payment capabilities; as a security protection for Client all actions originated by a Maker must be approved by a Checker prior to being processed.

7. **Interest Profiles**. Client may assign each Virtual Account an interest profile which allows Client to manage and apportion interest earned on funds in the VAM Account by designating whether a given Virtual Account receives interest or not, as well as the interest rate earned by funds in a Virtual Account. Client should keep in mind that the aggregate of all interest earned by all interest earning Virtual Accounts cannot exceed the aggregate of all interest paid by M&T on funds held in the VAM Account. If one or more Virtual Accounts are due to be credited interest in an aggregate amount that is greater than the interest earned on the Physical Account: (a) if a Virtual Account is in a Virtual Account hierarchy (i) funds will be withdrawal from Virtual Accounts higher up in the Virtual Account hierarchy to fund the interest credit, or (ii) if the Virtual Account is the "first" Virtual Account in the hierarchy, interest will be credited only to extent the Physical Account has earned interest; or (b) if a Virtual Account is not in a Virtual Account hierarchy, interest will be credited only to extent the Physical Account has earned interest. If a Virtual Account is not assigned an interest profile, that Virtual Account will not accrue interest. The interest rate paid on the aggregate funds at the Physical Account level is determined by M&T.

8. **Miscellaneous**. M&T will only accept instructions with respect to a VAM Account from Client and its representatives. M&T reserves the right to close the Physical Account and/or any Virtual Account(s) at any time for any reason. These Virtual Account Management Service terms and conditions together with any other agreements, documents and disclosures issued by M&T relating to the Virtual Account Management Service constitute the complete and exclusive expression of the terms of the agreement between the parties, and supersedes all prior and/or contemporaneous communications between the parties, relating to the Virtual Account Management Service.

Zero Balance Account Service

The Zero Balance Account Service allows Client to link one or more checking Accounts for purposes of transferring funds between the Accounts to maintain established Target Balances.

Definitions

"**Child Account**," "**Zero Balance Account**," or "**ZBA**" means a checking Account for which Client designates a Target Balance.

"**Debit**" means a check, transfer, or other item presented against an Account for payment.

"**One-Way ZBA**" means an option for which funds are only transferred in a single direction as selected by Client (i.e., from Parent Account to Child Account, or vice versa).

"**Parent Account**" means an Account into or out of which funds may be transferred to maintain the Target Balance in a linked Child Account.

"**Target Balance**" means the balance that Client desires to maintain in a Child Account as identified on the Client Election Form. If Client fails to specify a Target Balance, the Target Balance is zero dollars.

Terms and Conditions

1. **Accounts.** Subject to these T&C, M&T will transfer available funds into or out of each Child Account with the intent that the balance in the Child Account at the close of each posting day will be the Target Balance. Each Child Account will be linked to one or more Parent Accounts for such transfers of funds. A Parent Account may be linked to multiple Child Accounts and may itself be a Child Account linked to another Parent Account (a "**chain**").
2. **Debits from Child Accounts.** Unless Client has selected Child Account to Parent Account One-Way ZBA, when a Child Account does not have sufficient available funds to cover any Debits from the Account, M&T will automatically transfer to the Account available funds in the Parent Accounts to pay the Debits. If there are insufficient available funds in the Parent Accounts, M&T may pay or return any Debits, even if payment results in an overdraft.
3. **Restoration of Target Balance.** If, after payment of all Debits from a Child Account, the available funds are less than the Target Balance, M&T will automatically transfer to the Account available funds in the Parent Accounts to bring the Child Account to its Target Balance (unless Client has selected Child Account to Parent Account One-Way ZBA). If there are insufficient available funds in the Parent Accounts, M&T may advance funds to restore the Target Balance, even if such advance results in an overdraft.
4. **Funds in Excess of Target Balance.** Unless Client has selected Parent Account to Child Account One-Way ZBA, at the close of each posting day, M&T will automatically transfer to a linked Parent Account available funds in a Child Account that are in excess of the Child Account's Target Balance.
5. **Multiple Child Accounts.** Unless Client has selected Child Account to Parent Account One-Way ZBA, if more than one Child Account is linked to a Parent Account or a chain of Parent Accounts, M&T will transfer available funds from the Parent Accounts to cover Debits from all linked Child Accounts prior to making transfers from the Parent Accounts to restore the Target Balance in the Child Accounts.
6. **Parent Account Overdraft Election.** Unless Client has selected Child Account to Parent Account One-Way ZBA, if there are insufficient available funds in the Parent Account(s) to (i) fund all Debits, or (ii) restore the Target Balance, M&T will return Debits or leave the balance of a Child Account below the Target Balance, rather than overdrawing the Parent Account. However, Client can elect to allow their Parent Account to be overdrawn to ensure all Debits are paid and all Target Balances are maintained. If there are insufficient available funds in the Parent Account to cover all Debits from all linked Child Accounts, M&T may pay or return any Debits, and advance funds to restore the Target Balance of any one of more of the Child Accounts, even if any such actions result in an overdraft, if the Client elects to allow the Parent Accounts overdraw.