Treasury Services Agreement

By signing below, Customer:

(a) acknowledges that it has received and read this Treasury Services Agreement ("Agreement");
(b) understands that the Agreement supersedes any prior agreements regarding the Accounts and the particular Services provided for therein; and
(c) agrees to abide and be bound by the Agreement.

Further, the Customer signing below represents and warrants that it has been duly authorized by each of its subsidiaries and affiliates listed on Exhibit A to the Agreement, and/or is otherwise authorized pursuant to or by operation of applicable law, to enter into this Agreement on its behalf. Specific details and requirements for each Service, including Authorized Users, applicable Accounts, and contact information, have been or will be provided by a Customer to Bank in implementation forms, questionnaires, or other similar documents in a form acceptable to Bank.

The Agreement and any other agreement, documentation, or form provided by Bank in connection with the Accounts or Services may be executed in several parts, all of which constitute one and the same instrument, and becoming binding on each Customer as of the date signed.

The Bank offers fraud protection Services for business deposit Accounts, including Positive Pay, ACH Filters, Check Block, and ACH Block, as described in this Agreement. These Services help mitigate the risk of unauthorized or fraudulent transactions. Customers are strongly encouraged to implement a combination of these safeguards based on Account activity and risk profile. If Customer does not enroll in or fully implement these fraud prevention Services, Customer acknowledges that its Account(s) will be more susceptible to fraudulent activity. Bank shall not be liable for any monetary losses of Customer resulting from Customer's failure to enroll or implement these Services.

[Customer's Legal Name]

Tax ID ___________________________

(for itself and on behalf of its Affiliates and subsidiaries, each a "Customer")

By: ______________________________

Name: ___________________________

Title: ____________________________

Date: ____________________________

By: ______________________________

(second signature, if required)

Name: ___________________________

Title: ____________________________

Date: ____________________________

1st Source Bank

By: ______________________________

Name: ___________________________

Title: ____________________________

Date: ____________________________

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Part I of this Treasury Services Agreement ("Agreement") provides the general terms, conditions, and disclosures that are applicable to all Accounts and Services. Part II provides additional terms, conditions, and disclosures that are particular to each identified Service. Part II is not an exhaustive list of Services. Bank may provide additional Services not identified within Part II, and such Services are subject to the Treasury Terms and any Service Terms provided in connection therewith.

An Account may be a demand deposit account or any other account approved by Bank. Bank maintains the sole discretion to determine whether any Account is eligible for any Service and place restrictions on any Account's use of any Service. Bank may withdraw any prior determination or remove or add any restriction at any time. An Account may not be eligible for all Services. If Customer applies for, uses, or continues to use any Service, Customer agrees to be bound by the Treasury Terms and all applicable Service Terms.

Part I. GENERAL TERMS AND CONDITIONS

1. Definitions.

a. ACH. The Automated Clearing House.

b. Account. Any account held by Customer or an Affiliate for which Customer uses any Service. Certain services may require a specific Account type as dictated by Bank.

c. Administrative User. An Authorized User with the ability to administer and entitle other users to view and transact on any Account or Service. Administrative Users can add/modify/delete Authorized Users and Services, which may incur additional fees.

d. Affiliate. An entity that directly or indirectly controls, is controlled by, or is under common control with Customer.

e. Authorized User. A person authorized by Customer or Administrative User with access to BBO Treasury Portal. Authorized Users can view and transact in all ways under this Agreement. This could include transfer of funds, making deposits, sending payments, such as ACH, wires, bill pay and/or immediate payments or any other Service authorized.

f. Bank. 1st Source Bank.

g. BBO Treasury Portal. Bank's online electronic banking platform. Lockbox services and Remote Deposit Capture are not accessible through the BBO Treasury Portal.

h. Business Day. Monday through Friday, except for federal holidays, for purposes of electronic funds transfer and funds availability purposes; and Monday through Friday, except for federal and state holidays any on which Bank elects to close or are required to close by law or governmental order, for all other purposes. Annual calendars are available through the BBO Treasury Portal.

i. Check. A draft, payable on demand, and drawn on or payable through a bank chartered by a state or the United States, or its territories or protectorates, whether or not negotiable, handled on forward collection, including a substitute check, payable in United States dollars and as further defined in Article 3 of the Uniform Commercial Code as adopted in the state of Indiana.

j. Credit. Any form of incoming electronic transaction that results in a balance increase.

k. Cut-off Time. The deadline by which a particular Service request must be received by Bank as specified in the Resource Center section of the BBO Treasury Portal or as otherwise notified to Customer in writing or electronically by Bank.

l. Designated Person. An individual listed on the depository resolution with the power of signature authority to execute agreements pertaining to other depository related Bank services.

m. Entry. As such term is defined under the Operating Rules.

n. Item. A Check, draft, note, or other negotiable instrument.

o. NACHA. The National Automated Clearing House Association (also known as The Electronic Payment Association).

p. Payment Order. An electronic request, order, instruction, or other directive for the payment, withdrawal, or disposition of funds from any Account pursuant to this Agreement. The term "Payment Order" does not include any Item drawn, issued, deposited, or anything similar by Customer.

q. Service. Any treasury service Bank provides, offers, or makes available.

r. Service Terms. The collective additional terms, conditions, information, disclosures, licensing agreements, user guides, and procedures applicable to a Service.

s. Treasury Terms. This Part I of the Agreement.

t. Terms. The collective, underlying other agreements, terms, conditions, information, and disclosures governing Customer's use and the operation of Accounts including the Agreement for Deposit Business Accounts in effect at the relevant time between Bank and Customer available on Bank's website.

2. **Terms**. Customer understands and agrees that in addition to these Treasury Terms and the Service Terms, Customer is subject to the Terms. The Terms may have been referenced or contained in a signature card or authorizing resolutions or provided or made available when Customer opened an Account or applied for a Service. Customer acknowledges that (a) it has received the Terms, including any subsequent amendment, supplement, or replacement by Bank; (b) it is bound by the Terms; and (c) the Terms are incorporated into these Treasury Terms by reference.

3. **Services**. A Service may be subject to Service Terms. Bank may provide or make available any Service Terms, or any portion thereof, electronically, such as by email or online "click-through" agreement. Bank may place restrictions on Customer's use of any Service or on an Account's use of any Service. Customer shall not use or attempt to use any Service for any consumer purposes.

   a. **Ordinary Care**. Customer agrees that the Bank's responsibility under Service Terms shall be limited to the exercise of ordinary care. The establishment of and substantial compliance with these Service Terms and Bank's usual procedures shall be deemed to constitute the exercise of ordinary care. Neither intentional deviations by Bank or Service Provider at the request of Customer nor unintentional deviations shall be deemed a failure to exercise ordinary care. Receipt or collection of Items within any specific time frame is not guaranteed. In the ordinary course of business, Checks that are outdated, payable to a payee other than Company, or of an ambiguous amount may inadvertently be processed.

4. **Order of Precedence; Interpretation**. The Terms, these Treasury Terms, and any Service Terms may vary pursuant to applicable laws and regulations to the extent permitted thereunder. The Terms, these Treasury Terms, and any Service Terms are intended to be read as complementary and not in conflict with one another. To the extent there is a conflict between the Terms and these Treasury Terms or any Service Terms, these Treasury Terms or the applicable Service Terms will control. To the extent there is a conflict between these Treasury Terms and any Service Terms, the Service Terms will control, but only with respect to the applicable Service.

5. **Authorization.**

   a. In providing any Account or Service, Bank may rely solely on the information, data, representations, and/or warranties provided by Customer under the Terms, these Treasury Terms, any Service Terms, in any application, depository resolution, or other documentation provided by Customer. Bank is not responsible for the validity, accuracy, or completeness of any such information, data, representation, or warranty provided by Customer.

   b. Bank may rely on any document, including a signature card or depository resolution, signed or provided by Customer that identifies a person authorized to sign. If Customer provides multiple documents to Bank that identify different persons as authorized to act on behalf of Customer, Bank may rely on any one such document even if inconsistent with another document Customer has provided. Each person given authority pursuant to above documents will have authority to: (i) access and review Account information, balances, transactions, and Account Statements; (ii) draw, issue, indorse, and deposit Items; (iii) make Payment Orders, regardless of whether Customer has sufficient funds available or any Payment Order would result in or increase any overdraft; (iv) request, modify, or terminate any Service, and bind Customer to any Service Terms; (v) open and close any Account; (vi) entitle, delegate to, or otherwise authorize any person to take action on behalf of Customer, including changing their own access levels; and (vii) access any Customer credit facility information and request advances regardless of whether authorized by a borrowing resolution. Customer will notify Bank of any change with respect to such authorized persons, including updates, additions, or deletions, in a form acceptable to Bank.

   c. **Affiliates.**

      i. Customer may request that any service hereunder also be tied to an Affiliate Account. Under such a request the Affiliate will become Customer's agent for the purposes of providing the Services hereunder including to : (i) discuss Customer's Account and any details, matters, or information with Bank relating to the arrangement; (ii) receive and execute any documents relating to the Services; (iii) add other Accounts and/or accounts of other affiliates; and (iv) remove any Services from the arrangement.

      ii. Customer represents to Bank that it and each Affiliate has the requisite approval and authority to request and engage in any arrangement contemplated in this Agreement. Bank may request any information or documentation with regard to Customer and Affiliate's approval and authority.

Customer and/or each Affiliate may be required to complete additional documentation, including any agreements with Bank that Bank deems necessary, prior to Bank's approval of any request.

iii. If Bank grants any request, in addition to any other rights Bank may have or obligations Customer or each Affiliate may have: (i) Customer and each Affiliate will, jointly and severally, indemnify and hold Bank harmless from and against any and all claims, demands, judgments, losses, damages, costs, or expenses (including attorneys' fees) arising out of or relating to these Service Terms and the Zero Balance Service; and (ii) Bank will have the right to setoff, in whole or in part, any funds in any Sweep Account at any time, without notice, against any overdraft in any other Sweep Account, even if doing so places such Sweep Account into or further into overdraft.

6. Security Procedures.

a. Customer agrees to follow the security procedures communicated to Customer by Bank, including any security procedure set forth in these Treasury Terms, any Service Terms, application, user guide, or posted on the website through which a Service is accessed. Customer understands that security procedures are designed to verify the authenticity of requested actions, not the accuracy.

b. Customer will maintain a current and accurate list of all Authorized Users and, in the event of any change in Authorized Users, notify Bank's Treasury Services Department in accordance with this Agreement. A unique "User ID" and password will be established for each Authorized User.

c. In order to use a Service, the applicable security procedure for an Authorized User will involve the Authorized User's User ID and password and may involve one or more of a: token, biometric identifier, cookie, digital signature, "out-of-band" authentication, call-back, or other security method communicated by Bank to Customer. Any portion of a security procedure may be provided or administered by Bank or a third-party service provider selected by Bank. Bank may use or change a third-party service provider at any time, without notice to Customer. Use of a third-party service provider will not affect the commercial reasonableness of any security procedure or Customer's liability.

d. Customer has made an independent assessment of the security procedure and agrees that it is a commercially reasonable method of providing security against unauthorized actions.

e. Customer understands and agrees that the use of any Service, or any amendment or cancellation thereof verified by Bank using an applicable security procedure will be deemed authentic, to have been carried out directly by and on behalf of Customer, and will be effective as the order of Customer, regardless of whether or not authorized. Customer will be bound by, and liable for, any verified action, even if such action was not actually initiated by an Authorized User, or was the result of fraud or malicious activity.

f. Customer will notify Bank immediately if it has any reason to suspect that any portion of a security procedure has been or is in jeopardy of being compromised. Bank, or any third-party service provider of Bank, may revoke or disable any portion of a security procedure, including any token or security device, as applicable, and will notify Customer of any change in security procedure as necessary to enable Customer to use the Services. If these Treasury Terms are terminated, or Bank determines it is necessary, any portion of the security procedure, including any token or security device, as applicable, provided or made available by Bank will be immediately returned to Bank.

g. Bank may revise a security procedure, in whole or in part, upon notice to Customer. Customer will make an independent assessment of any such revised security procedure. Customer's use of the revised security procedure, including accessing any Service, constitutes acceptance of such security procedure and agreement that such security procedure is a commercially reasonable method of providing security against unauthorized actions.

h. Without limiting any other right or ability Bank may have, Bank may deny access to any Account or Service or deny any action, without prior notice, if Bank: (i) is unable to validate any security procedure; (ii) is unable to confirm, to its satisfaction, any person's authority; or (iii) believes that denial is necessary for security reasons.

i. Customer acknowledges and authorizes any Authorized User to perform all actions Authorized Users have the right to perform under this Agreement.

7. **Customer Controls.** Customer understands that all security procedures are confidential. Customer agrees to establish controls to protect the confidentiality of the security procedures and reasonably limit access and disclosure to such information. Customer agrees to:

   a. prohibit Authorized Users from sharing User IDs or passwords;

   b. require that each Authorized User change their password (i) on a periodic basis; (ii) any time instructed by Bank; and (iii) any time the Authorized User believes their password may be compromised;

   c. periodically review all Authorized Users to determine whether each should be entitled to view, access, or control an Account or use any Service;

   d. use the self-service functionality of any Service, if available, to immediately remove any Authorized User Customer deems no longer authorized to use any Service. If self-service functionality is not made available to Customer, Customer will immediately notify Bank's Treasury Services Department of any Authorized User Customer deems no longer authorized to use any Service;

   e. institute an internal review process whereby before any action can be made or released, such action must be (i) reviewed to ensure that it is for the proper amount, to the correct payee and within the internally established authority ("threshold control") and (ii) approved by at least one other person ("dual control") or subject to other reasonable internal policies of Customer; and

   f. keep all Components (as defined in Section 17 below) used for any Services up-to-date in accordance with the manufacturer's recommendations, industry standards, and as otherwise required by Bank.

8. **Limitations on Use of Accounts and Services**. Unless Bank has agreed otherwise in writing, all Accounts and Services are only for Customer's internal use and will not be used for any consumer purposes. Customer will not use, or allow any third party to use, any Account or Service for any third party or on behalf of any person other than Customer. Bank has no duty or obligation to inquire into the circumstances or details of any Item,

deposit, or transaction.

9. **Item Restrictions**. Any requirement or restriction on Items drawn on an Account, regardless of whether placed on the Item or notified to Bank, (a) for two or more signatures; (b) limiting the date on which an Item may be paid (e.g., postdating); (c) limiting the amount for which an Item may be drawn; or (d) limiting the amount for which any person may draw an Item, will be considered for Customer's internal purposes only, and Bank will have no duty or obligation to monitor, stop, or prevent payment of an Item with any such requirement or restriction. Bank will not be liable and will not be deemed to have failed to exercise ordinary care for paying any Item that contains or is subject to such a requirement or restriction.

10. **Deposit**. All deposits, including Checks and Credits, are received subject to Bank's acceptance and receipt of final payment. Bank may return or refuse all or any part of a deposit or credit to an Account and will not be liable to Customer even if doing so causes outstanding Items drawn on an Account to be dishonored or returned or for a Payment Order to be rejected. Bank may revoke any provisional credit given to Customer if final payment is not received even if such revocation results in or increases an overdraft. Bank may agree with other parties, including banks and clearing houses, to vary the procedures and deadlines regarding the processing and collection of any portion of a deposit to the extent permitted by law. In processing or collecting any Item, Bank has the sole discretion to determine the method, including electronically, and may use third-party service providers, clearing houses, or other banks. Bank is not responsible for the actions of any other party in processing or collecting of any portion of any deposit.

11. **Funds; Overdrafts**. Customer agrees to maintain immediately available funds in its Account sufficient to meet any minimum balance requirements and to cover, in full, all Payment Orders, Checks, ACH Entries, returns, reversals, Fees, and all other transactions and amounts Customer may owe in connection with any Account or Service. In addition to any other right Bank may have, if Customer fails to maintain sufficient funds in its Account, Bank may reject or return any Payment Order, Checks, ACH Entry, or any other transaction on an Account and refuse to provide any Service. However, if Customer fails to maintain sufficient funds, Bank may, in its sole discretion, choose to accept, carry out, or pay any Payment Order, Checks, ACH Entry, or any other transaction on an Account even if it would cause or increase an overdraft on an Account. Unless otherwise agreed in writing, all overdrafts will be due and payable immediately, and Bank may charge any applicable Fees. Bank may charge any Account of Customer to cover any payment obligation of Customer. Bank is not obligated to permit, or continue to permit, any overdraft, notwithstanding any prior course of dealing.

12. **Fees; Taxes**. Any Account or Service may have associated fees, charges, and/or expenses as set forth on Exhibit B or as otherwise charged by the Bank (collectively, “Fees”), such fees will be established by Bank in its sole discretion and as communicated to Customer, including electronically. Customer agrees to be responsible for and pay all Fees. Bank may, in its sole discretion, invoice Customer or directly debit Customer's Account, even if such debit would result in or increase any overdraft. Any payment of Fees to Bank will be in full and without counterclaim or setoff. This Section 12 does not affect any other rights Bank may have under the Terms, these Treasury Terms, any Service Terms, any other agreement between Customer and Bank, or applicable law. Fees do not include, and Customer is solely responsible for payment of, income, use, excise, value added, or any other taxes related to any Account or Service.

13. **Statement Review.**

a. Bank will issue Account statements, confirmations, and/or advices (collectively, "Account Statements") to Customer. Account Statements may be mailed or made available electronically, including through a Service or by email, to Customer and, except as otherwise stated in these Treasury Terms or in the Service Terms, will serve as the official record of Customer's Account. Customer acknowledges that any Authorized User with access to Account Statements via BBO Treasury Portal has the ability to change the Customer preference from paper to electronic statements and vice versa.

b. Customer must ensure that an Authorized User promptly reviews all Account Statements made available, including any accompanying Checks. Customer agrees that an image of a Check or information identifying a Check(e.g., Check number, amount, and date of payment) is an adequate substitute for the actual Check.

c. Bank is not required to investigate or reimburse Customer, and Customer is precluded from demanding payment from or making any claim against Bank, for any loss, damage, or expense, including any loss of interest, relating to any endorsement issue or error of which Customer failed to notify Bank in accordance with the Terms.

d. Bank may make certain information regarding Customer's Account and Services, including Payment Orders, Checks, transaction details, and balances, available to Customer through the BBO Treasury Portal or through other means prior to issuance of an Account Statement. Bank will not be responsible for Customer's reliance on any such information. Such information may not be accurate, may be provided by third parties or otherwise not within Bank's control, and may be updated or corrected.

14. Information.

a. Customer agrees to provide any information reasonably requested by Bank. Customer understands that Bank may request information on behalf of itself, a third-party service provider of Bank, or any governmental body or entity. Additionally, Bank may authorize certain third-party service providers to request information directly from Customer. Bank may investigate or request information from third parties regarding any information, data, or statement obtained from or regarding Customer, its owners, officers, or Authorized Users in connection with any Account, Service, or transaction.

b. Customer authorizes Bank to use or disclose any information, data, or documentation with respect to any Account, Service, Check, Payment Order, transaction, or Customer itself in order to provide the Accounts and Services and for compliance with legal and regulatory requirements and with Bank's internal policies. This may include disclosure to: (i) Bank's third-party service providers; (ii) Bank's auditors, advisors, or attorneys; (iii) a proposed assignee of Bank; (iv) Bank's examiners or other regulators; (v) any law enforcement agency; or (vi) any judicial body, such as pursuant to a court order or subpoena.

c. Customer understands that all information, documentation, technology, and Components provided or made available to Customer by Bank is confidential. Customer agrees, with respect to all such information, documentation, technology, and Components, not to: (i) share, transfer, or distribute any portion to any third party, except to the extent authorized by Bank; (ii) modify, disassemble, decompile, reverse engineer, or attempt to derive source code, trade secrets, or other confidential or proprietary information; or (iii) use in any manner prohibited by these Treasury Terms, any Service Terms, or applicable law. Customer will return to Bank all technology and Components and will return or destroy all information and documentation, including any copies, upon termination of these Treasury Terms.

15. Recordings; Records.

a. Customer understands and agrees on behalf of itself, its affiliates and subsidiaries, and their respective officers, employees, and Authorized Users that Bank may monitor and record Customer's telephone and electronic communications with Bank, including any Payment Order, at any time, without further notice to Customer or any other party to the communication. Bank has sole discretion as to which communications, in whole or in part, it may monitor or record and will not be liable to Customer for failure to record all or any part of a communication.

b. All records maintained by Bank in the ordinary course of business will be presumed to be accurate and in the absence of manifest error will be binding and conclusive. Bank may retain copies of all records, information, documents, agreements, or anything similar, including Payment Orders and Items, in connection with any Account or Service in an electronic record preserving the image and/or details of such and discard the original. Customer waives any objection to use of such electronic record in lieu of the original for any purpose and in any forum, venue, or jurisdiction.

16. Bank Audit. Upon notice to Customer, Bank is entitled to audit Customer's compliance with these Treasury Terms, any Service Terms, the Operating Rules (as applicable), and any applicable laws and regulations. This audit includes the ability for Bank to (a) visit Customer's physical facilities; (b) inspect Customer's operational and technical procedures, systems, equipment, and infrastructure; and (c) request any documentation and information. Customer agrees to cooperate with Bank, provide access to Bank, and provide any documents or information, at Customer's expense, as may reasonably be requested by Bank in connection with an audit.

17. Components; Internet.

a. In order to use a Service, Customer may be required to access the Internet, access certain websites on the Internet, or use certain software, hardware, telecommunications services, devices, or other equipment (each a "Component") as determined by Bank. Bank may provide specifications or otherwise determine whether any Component is appropriate or acceptable. The necessity or Bank's acceptance of any Component may vary from Service to Service. Unless Bank has agreed otherwise, Customer shall be solely responsible for obtaining any necessary Component, ensuring that it acceptable to Bank, and for maintaining and operating of any Component. Customer shall be solely responsible for all costs, one-time and recurring, related to any Component.

b. Customer understands that there are risks associated in accessing the Internet, accessing any website on the Internet, and using any Component with respect to availability, security, and confidentiality. Customer has made an independent evaluation of, considered, and assumes all risks, including of fraud, hacking, phishing, or computer takeover, any Trojan, worm, virus, spyware, or other form of malicious code, or anything similar that may be associated with accessing the Internet, accessing any website on the Internet, and using any Component. Bank will not have any responsibility or liability, and Customer will be solely responsible and liable for any and all losses, damages, or injuries arising from such assumed risks of the Internet, any website, and any Component. This Section 17 applies regardless of whether Bank specified, mandated, provided, delivered, arranged for, or otherwise made available access to any website or Component.

c. Bank may provide Customer with assistance or assist Customer in obtaining support . Such assistance and/or support is provided as a courtesy and Customer may have the ability to permit Bank to view or access Customer's computer remotely. Any assistance provided does not create any responsibility by Bank or affect any disclaimer provided in the Terms, Treasury Terms, or any Service Terms.

18. **Customer Warranties.** Customer represents and warrants to Bank that:

    a. each Authorized User has been duly authorized to take action on behalf of Customer;

    b. if Customer or any Authorized User is taking action on behalf of any subsidiary, Affiliate, or other third party, Customer and each Authorized User has been duly authorized to take action on behalf of and by such subsidiary, Affiliate, or other third party;

    c. prior to submitting any information to Bank regarding any individual, including an Authorized User, Customer has obtained any consent from or made any disclosure to such individual that may be required by applicable law, regulation, or any agreement between Customer and such individual for Bank to process or use such information in providing any Account or Service; and

    d. no deposit, file, data, or information of any kind that Customer transmits, sends, delivers, posts, or otherwise provides to Bank contains any Trojan, worm, virus, spyware, or other form of malicious code, or anything similar that Customer knows of or should know of.

19. **DISCLAIMER OF WARRANTIES**. NO WARRANTIES WITH RESPECT TO ANY ACCOUNT, SERVICE, COMPONENT, WEBSITE, OR THE INTERNET ARE PROVIDED BY BANK OR ANY THIRD-PARTY SERVICE PROVIDER OF BANK. NEITHER BANK NOR ANY THIRD-PARTY SERVICE PROVIDER OF BANK HAS MADE ANY WARRANTY, EXPRESS OR IMPLIED, THAT ANY ACCOUNT, SERVICE, COMPONENT, WEBSITE, OR THE INTERNET WILL MEET THE NEEDS OR SPECIFICATION OF CUSTOMER, WILL BE FREE OF DEFECTS, SAFE, SECURE, OF ANY PARTICULAR QUALITY, OR WILL PROVIDE ANY PARTICULAR LEVEL OF PERFORMANCE OR AVAILABILITY. BANK AND ALL THIRD-PARTY SERVICE PROVIDERS OF BANK EXPRESSLY DISCLAIM ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND INFRINGEMENT. EACH ACCOUNT, SERVICE, WEBSITE OF BANK, AND COMPONENT IS PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS.

20. **Limitation of Liability.**

    a. Under these Treasury Terms and any Service Terms, Bank will only be liable to Customer for direct losses to the extent resulting from gross negligence, willful misconduct, or fraud in each case caused by Bank’s action or omission. BANK WILL NOT, UNDER ANY CIRCUMSTANCES AND REGARDLESS OF THE CAUSE OF ACTION, BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, OR PUNITIVE LOSSES OR DAMAGES, LOST PROFITS (REGARDLESS OF WHETHER CHARACTERIZED AS DIRECT, INDIRECT, OR ANY OTHER FORM), OR ANY OTHER LOSS, DAMAGE, COST, OR EXPENSE OF CUSTOMER.

    b. Notwithstanding Section 20(a) above, Customer’s sole and exclusive remedy, whether against Bank or any third party, with respect to any Component made available or provided by Bank for any malfunction, error, infringement, deficiency, or anything similar, is the replacement or repair of such Component.

c. Bank will not be liable for, and is released from, any loss, damage, cost, or expense of Customer that may result from: (i) Bank's action or omission in order to comply with any applicable law, regulation, court order, or anything similar; (ii) Bank's action or omission in accordance with any instruction of Customer, Payment Order (or amendment or cancellation thereof), or these Treasury Terms or any Service Terms; (iii) the unavailability of any Service; (iv) the unavailability or malfunction of any website of Bank or Component; (v) any act or omission of any third party not within Bank's control; or (vi) Bank's delay, failure, or inability to perform any obligation because of any act of God, catastrophe, fire, flood, act of any actual or purported governmental authority, war, terrorism, pandemic, failure or breakdown of any electrical, computer, payment, or communications system, or any other cause beyond Bank's reasonable control.

d. Customer acknowledges that it has been advised of Bank's fraud Services, including Positive Pay, that are designed to assist in the detection and deterrence of unauthorized, altered, counterfeit, or otherwise fraudulent activity on an Account. Customer understands and agrees that if it does not enroll in Bank's fraud Services, to the extent such Services are designed to detect or deter unauthorized, altered, counterfeit, or otherwise fraudulent activity: (i) Bank will not be required to reimburse Customer or credit its Account; (ii) Bank will not be liable for, and is released from, any loss, damage, cost, or expense of Customer that may result; and (iii) Customer is precluded from demanding payment from or making any claim against Bank.

21. Indemnification.

a. Customer agrees to indemnify and hold harmless Bank from and against any and all claims, demands, judgments, losses, damages, costs, or expenses (including attorneys' fees and expenses) arising out of or relating to these Treasury Terms, any Service Terms, or Customer's use of or Bank's providing any Account or any Service, resulting directly or indirectly from: (i) any action or omission of Bank in compliance with Customer's instruction, including any Payment Order or Item; (ii) any act or omission of Bank in order to comply with any applicable law, regulation, court order, or anything similar; (iii) Customer's breach of any provision of the Terms, these Treasury Terms, or any Service Terms; (iv) any action or omission of Customer that results in the payment of funds to or debit of funds from any person, real or fictitious, not entitled to or not owing all or any portion of such funds; and (v) any unauthorized access to or fraud on an Account, regardless of whether internal or external.

b. For the purposes of Customer's obligation to indemnify and hold harmless under these Treasury Terms or any Service Terms, the term "Bank" includes, and Customer's obligation extends to, Bank and its parent company, affiliates, and subsidiaries, and their respective employees, officers, and directors, and any third-party service provider used by Bank to carry out or provide, in whole or in part, any security procedure, Account, or Service.

22. Termination.

a. Unless otherwise agreed by Bank, Customer may terminate these Treasury Terms, any Service Terms, any portion of any Service, or close any Account upon thirty (30) days' prior notice. In addition to any other termination provisions applicable to a specific Service, Bank may terminate these Treasury Terms, any Service Terms, any portion of any Service, or close any Account immediately upon notice to Customer, including in the event: (i) Customer breaches any provision of the Terms, these Treasury Terms, any Service Terms, or the terms of any other agreement between Customer and Bank; (ii) Customer breaches any provision of the Operating Rules; (iii) Customer is unable to meet its debts as they come due, any proceeding is instituted with respect Customer's bankruptcy, voluntary or involuntary, Bank makes a good faith determination that there has been or is likely to be a material adverse change in the business, assets, properties, liabilities (actual or contingent), operations, condition (financial or otherwise), or prospects of Customer, or Bank determines that termination of any Service, the Service Terms, Treasury Terms, Terms or Agreement is necessary for legal, regulatory or operational reasons; (iv) Bank, in its sole discretion, suspects Customer has used or attempted to use an Account or Service to engage in fraudulent activity, determines that Customer's continued use presents undue risk to Bank, or determines it is necessary to comply with applicable law, regulation, court order, or anything similar; or (v) the action or unavailability of any third party or any other occurrence beyond Bank's reasonable control that causes Bank to be unable to provide an Account or Service, or any portion thereof, to Customer.

b. Termination of these Treasury Terms will terminate all Services. Termination of any Service Terms will terminate the applicable Services. The closing of any Account or termination of any Service, or any portion thereof, shall not affect Customer's obligations or liabilities, including with respect to payment of any Fees and indemnification, which will continue in full force and effect.

c. Bank reserves the right to terminate any Service for any reasonable reason at any time due to events beyond the reasonable control of Bank.

23. Governing Law.

a. Customer will comply with all applicable laws and regulations and any Bank policy or procedure that Bank has provided or made available to Customer. This includes: (i) sanctions enforced by the Office of Foreign Assets Control (OFAC); (ii) the Uniform Commercial Code; and (iii) Federal Reserve and Federal Trade Commission regulations. Further, Customer understands that all ACH transactions, including Customer's receipt or origination of any ACH credit or debit Entry and Customer's use of the ACH Origination Service, will be subject to the Operating Rules which Customer agrees to be bound by and comply with.

b. With respect to any disputes between the parties, Customer agrees that any court of competent jurisdiction located in the County of St. Joseph, State of Indiana will have exclusive jurisdiction, and Customer hereby irrevocably consents and submits itself to jurisdiction in any such court. Customer consents to service of process by first-class mail or messenger directed to Customer at Customer's last known address. Nothing herein affects or limits the rights of Bank to serve legal process in any other manner permitted by law or the rights of Bank to bring any action or proceeding against Customer or its property in courts of any other jurisdiction. Customer waives any bond or surety or security upon such bond or surety that might, but for this waiver, be required of Bank. Due to the complexity, high cost and time involved in commercial litigation before a jury, Customer and Bank each knowingly, voluntarily, irrevocably, and after the opportunity to consult with respective counsel, without coercion, waives any and all rights to trial by jury of any disputes between them and further waives any right to consolidate, by counterclaim or otherwise, any action or proceeding concerning any dispute between them with any other action or proceeding in which there is a trial by jury or in which a jury trial cannot be or has not been waived. The Terms, these Treasury Terms, and all Service Terms shall be governed in all respects by the laws of the State of Indiana and applicable federal laws (without regard to conflict of law principles).

24. Amendments.

a. Bank may supplement, update, amend, or replace all or any provision of the Terms, these Treasury Terms, or any Service Terms at any time. Bank will notify Customer of any such supplement, update, amendment, or replacement. Customer's continued use of any Service after notification will constitute Customer's acceptance thereof, regardless of whether Customer has actually reviewed such supplement, update, amendment, or replacement. If Customer objects to or does not agree to any supplement, update, amendment, or replacement, Customer must immediately discontinue use of all Services and notify Bank.

b. In the event that Bank's provision of any Account or Service or performance in accordance with these Treasury Terms or any Service Terms would result in a violation of a law, regulation, or government policy to which Bank is subject, then these Treasury Terms or any Service Terms, as applicable, shall be deemed amended to the extent necessary to comply with such law, regulation, or government policy, and Bank will not be liable to Customer as a result of such violation or amendment.

c. The Terms, these Treasury Terms, Service Terms, and any other Bank forms or documents may only be modified, amended, supplemented, updated, or replaced by Bank or with Bank's written consent. No course of dealing between Bank and Customer will constitute a modification, amendment, supplement, update, or replacement regardless of the practices or procedures Bank or Customer may use.

25. Notice. All notices must be in writing. Notice to Customer may be mailed to Customer's address on file with Treasury Services, sent electronically to any email address provided by Customer, or made available electronically through a Service. Notices to Bank must be mailed to Bank's Treasury Services Department at 1st Source Bank, P.O. Box 1602, South Bend, Indiana 46634, Attention: Treasury Services. Notice to Bank will only be effective once received, and Bank has had a reasonable opportunity to act.

26. Assignment. Customer may not assign its interest, rights, or obligations in any Account or Service, or under these Treasury Terms or any Service Terms, without prior written consent of Bank, and any purported assignment in violation shall be null and void. These Treasury Terms and all Service Terms are binding upon and apply to Customer and Bank and their respective successors and permitted assigns.

27. Cut-off Times. All wire requests, amendments, and cancellations are subject to receipt by Bank prior to the established Cut-off Time. Any Wire request, amendment, or cancellation received by Bank after the applicable Cut-off Time will be deemed to have been received the next Business Day.

28. Acceptance. All Services, amendments, and cancellations must be received in a form required by Bank. All requests, amendments, and cancellations are subject to Bank's acceptance. Bank reserves the right to reject or delay acceptance of any request, amendment, or cancellation, including if (a) Bank is unable to verify Customer's use of the Service in accordance with the security procedure; (b) the request amount exceeds the amount of available funds in Customer's Account; (c) Customer is in breach of any provision of the Terms, this Agreement, or any other agreement with Bank; (d) Bank's acceptance may result in a violation of law or regulation, or cause Bank to violate any time frame or banking practice applicable to Bank; or (e) Bank has concerns regarding any party involved in the request or Service. Bank will use reasonable efforts to notify Customer of

Bank's rejection or delay of Services or requests, amendments, and cancellations, but will have no liability for failure to give such notice.

29. **Identifying Number**. Bank, funds transfer systems, intermediaries, and other financial institutions may rely solely on the identifying number (e.g., account number) of a party, including of the recipient, recipient's financial institution, or any intermediary, provided by Customer. None of Bank, any funds transfer system, intermediary, or other financial institution has any duty or obligation to confirm whether any identifying number provided by Customer is accurate or correct. A request or Service, amendment, or cancellation may be accepted and executed even if it describes any party, including the recipient, inconsistently by name and identifying number.

30. **Systems; Intermediaries.** Notwithstanding any request or instruction of Customer, in executing any request or Service, Bank reserves the right to use any funds transfer system or intermediary Bank deems reasonable under the circumstances.

31. **Severability**. All provisions of the Terms, these Treasury Terms, and Service Terms are severable from one another. The unenforceability or invalidity of any provision does not affect the enforcement or validity of any remaining provision.

32. **Headings**. Section headings used in these Treasury Terms or any Service Terms are for convenience only and not part of the terms thereof.

33. **Waiver**. Any waiver of any provision of the Terms, these Treasury Terms, or any Service Terms by Bank must be in writing to be effective. Bank's waiver of any right will only apply on that occasion and will not be deemed a waiver of other rights or of the same right at another time. No course of dealing by Bank, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder by Bank shall operate as a waiver thereof.

34. **Entire Agreement**. The Terms, these Treasury Terms, the Service Terms, and any agreement, application, user guide, procedure, or other documentation incorporated by reference (a) constitute the entire agreement between Bank and Customer regarding the Accounts and Services, (b) supersede any prior agreements regarding the Accounts and Services, and (c) may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements.

Part II. SERVICE TERMS

The terms, conditions, and disclosures of each section of this Part II will only be applicable for those Services Customer applies for, uses, or continues to use. Each section of this Part II will be considered a separate Service and the corresponding terms, conditions, and disclosures will be considered Service Terms. All Service Terms are subject to the Treasury Terms (Part I of this Agreement), which are hereby incorporated into the Service Terms by reference. Any capitalized terms used in the Service Terms, unless otherwise defined or provided for therein, shall have the meaning ascribed in the Treasury Terms. Customer may not be eligible for all Services. Services may not be available to Customer at all times. Customer must complete certain onboarding documentation which shall be incorporated herein by reference and become a binding part of the Treasury Terms or the applicable Service Terms.

1. **BBO Treasury**

   a. **Service**. This BBO Treasury Service provides Customer with the ability to view and monitor Account balances and activity through the BBO Treasury Portal. This Service provides Customer with the ability to utilize other Services Customer has requested and Bank has approved Customer's use of covered in these Service Terms other than Lockbox and Remote Deposit Capture. Bank may expand, reduce, or modify the capabilities at any time.

   b. **Administrators**. Bank may provide Customer with the ability to designate certain Authorized Users to act as "Administrator." Administrators cand entitle and terminate Authorized Users to access the Services. If such ability is made available to Customer, Customer understands that such Administrators will:

      i. have authority to determine each Authorized User's ability to view, access, and control an Account and use any Service;

      ii. have the ability to add and remove Accounts in connection with the Services;

      iii. have the ability to add and remove Services with respect to any Account;

      iv. have the ability to access information regarding all Customer's Accounts, including without limitation, Customer's outstanding credit facilities with Bank. It is Customer's sole responsibility to designate Designating Persons consistent with Customer's internal roles, delegated authority and policies, and Bank will have no duty or obligation to monitor, stop, or prevent access by an Designating Person or Authorized User even if inconsistent with lending resolutions provided to Bank; and be responsible for receiving and distributing any materials, disclosures, notices, documents, and correspondence made available by Bank through this Service. Materials, disclosures, notices, documents, and correspondence made available by Bank through this Service may apply to this Service and any other Service. Any materials, disclosures, notices, documents, or correspondence made available by Bank through this Service will be deemed to be received by and effective against Customer.

      IMPORTANT NOTE: Administrators have authority to add Users and Services that does not require dual signatures. This single signature authority can result in fraud. Bank is not liable for any act committed by an Administrator.

   c. **Messages to Bank**. Customer may have the ability to send electronic messages to Bank through this Service. Further, Customer shall not use or attempt to use electronic messages to initiate any Payment Order, and Bank is not obligated to act upon any

Payment Order submitted through electronic messages. Messages shall not be used for instructions to take action, just for inquiries.

d. **Alerts**. If enabled by Customer, Bank may send communications to Customer regarding its Accounts via email and/or text message. Bank will send such communications to the email address and/or mobile phone number that has been provided to Bank and shall have no responsibility for validating the accuracy of such information and no liability for the interception, mis-delivery, non-delivery, or delay of any communication.

e. **Stop Payments**. If Customer elects to use the stop payment feature of this Service, Customer must provide Bank with all information reasonably necessary for Bank to sufficiently identify the applicable Check. Properly submitted stop payment orders are effective for six (6) months after the date received. No notification is sent before expiration. Any stop payment order submitted after Bank's processing Cut- off Time will be considered to have been submitted the following Business Day. If an Item has already been paid prior to Bank's receipt and entry of the stop payment request, then Bank shall not be liable for any loss incurred by Customer arising from the event.

f. **Book Transfers**. Customer may use the book transfer feature of the Service to initiate a transfer between Customer's Accounts at Bank. Any book transfer submitted after Bank's processing Cut-off Time will be considered to have been submitted the following Business Day. Customer must confirm completion of the transfer by viewing final status in the “transfer center” portion of BBOT.

g. **Periodic Use**. If Customer does not access this Service for 180 days Bank reserves the right to remove Customer's ability to use this Service or terminate this Service without notice. This requirement does not affect and is in addition to and not in lieu of any other obligation Customer may have under the Terms, Treasury Terms, or any other Service Terms, including to review its Account Statements.

2. ACH Origination

a. **Service**. Through this Service Customer may initiate debit or credit Entries by means of ACH. Subject to these Service Terms, Customer will be Originator and Bank will act as Originating Depository Financial Institution (“ODFI”) with respect to such Entries. Any Account for which Customer has requested use of this Service, in a form acceptable to Bank, and for which Bank has approved use of this Service will be an "ACH Account" under these Service Terms.

b. **Definitions**. Capitalized terms not defined in these Service Terms or in the Treasury Terms shall have the meaning ascribed in the Operating Rules. Operating Rules means the current NACHA Operating Rules & Guidelines.

c. **Operating Rules**. Customer shall comply with the Operating Rules. The Operating Rules are important and incorporated herein. The Operating Rules are available at NACHA.org.

d. **Transmission of Entries**. Customer shall submit all Files to Bank: (a) through the BBO Treasury Portal or such other method as communicated by Bank; (b) prior to Bank's established Cut-off Time; and (c) in compliance with these Service Terms. Customer may only originate an Entry that is or may result in CCD, CTX, and PPD Entries. Customer may originate TEL and WEB Entries with Bank’s prior written approval.

e. **Format**. Customer will ensure that all Files, and each Entry therein, are submitted in compliance with Bank's specifications and the Operating Rules. Customer is solely responsible for the content and form of Files and for correcting, repairing, and/or resubmitting any non-compliant File.

f. **Exposure Limits**. Bank may establish limitations on Customer's use of this Service based on the amount and frequency of Customer's Entries, whether individually or in total. These limitations may be communicated to Customer but will not be binding on Bank. Bank may modify these limitations at any time without notice to Customer. Customer shall comply with such limitations, and Bank may reject any Entry that does not comply, in addition to any other rights of Bank . Customer will provide Bank with its most recent year-end financial statements upon Bank's request If Customer has been approved for Same Day ACH transactions, Same Day ACH transactions shall be limited to Customer's pre-approved assigned limit which in no event will exceed the then-current dollar limit as stated in the Operating Rules.

g. **Prefunding**. Customer authorizes Bank to debit or place a hold on the applicable Account on or before the Settlement Date in the amount of each credit Entry. If Customer refuses or fails to make the full amount of funds available to Bank, Bank may(a) reject all credit Entries or (b) pay all Entries.

h. **Bank Obligations**. All Files and Entries are subject to Bank's acceptance. Bank may reject, return, or delay processing any File or Entry that is incomplete or otherwise not in compliance with these Service Terms. Bank will attempt to notify Customer (which can be by telephone notice to an Authorized User regardless of the Notice provision in this agreement) of any File that is rejected or returned on the next Business Day.

i. **Warranties**. Each time Customer uses this Service, and for each Entry, Customer warrants to Bank all warranties Bank is deemed to make under the Operating Rules. Without limiting the foregoing, Customer warrants that each Entry (a) has been properly authorized by the Receiver and such authorization has not been revoked; (b) is timely and accurate; and (c) complies with applicable law. Customer agrees to provide Bank with copies of any authorizations upon request.

j. **Provisional Credit**. Customer understands that the Operating Rules make provisional any credit given until the Receiving Depository Financial Institution ("RDFI") receives final settlement. If final settlement is not received, the RDFI is entitled to a refund from the Receiver, and the Originator of such Entry will be deemed to have not paid the Receiver.

k. **Cancellation or Amendment of Entry**. Customer has no right, and Bank is not obligated, to cancel or amend any Entry after it has been received by Bank. Customer may initiate a Reversal of an Entry as permitted by the Operating Rules. Consistent with the Operating Rules, any Reversal must be submitted to Bank in such time and manner specified by Bank and may be subject to acceptance by the RDFI.

l. **Third-Party Service Provider**. Customer may choose to use a third-party service provider to submit Files to Bank, handle Return Entries, or perform other functions related to this Service on Customer's behalf. However, Bank reserves the right to deny Customer's use of any third- party service provider and refuse to accept any File submitted by such third-party service provider. Customer will provide any information and documentation regarding Customer's use of a third-party service provider upon Bank's request. Customer will be responsible for any act or omission by such third-party service provider, including if Bank accepts any File submitted.

m. **Third-Party Sender.** Customer shall not submit any Entry on behalf of any third party at any time or otherwise act as a Third-Party Sender without the prior written consent of Bank.

3. ACH Filter

a. **Service**. Through this fraud Service, Customer and Bank will agree upon certain criteria against which ACH Entries to an ACH Filter Account will be compared. Customer will be notified of any Exception and be given an opportunity to return or pay such item. In billing and other correspondence, use of the term Payment Manager means ACH Filter and Positive Pay combined.

This Service requires a training session with the Bank's Treasury Services team prior to activation. Until such training is complete, the service will not monitor ACH activity for potential fraud.

b. **Definitions**. Capitalized terms not defined in these Service Terms or in the Treasury Terms shall have the meaning ascribed in the Operating Rules.

i. ACH Filter Account. Any Account of Customer for which Customer has requested, in a form acceptable to Bank, and Bank has approved, use of this Service.

ii. Alert. An email notification provided to Customer of an Exception.

iii. Exception. An ACH Entry that does not match the agreed upon criteria.

c. **Decision by Customer**. Customer will be provided an Alert on each Business Day an Exception is created. This Alert will indicate an Exception after which Customer must log in for this purpose. On the same Business Day, prior to the established Cut-off Time, Customer must decision each Exception by choosing to pay or return. . If Customer chooses to return an ACH Entry, Customer must do so in accordance with Section 4 below.

d. **Returnable ACH Entries**. Customer may only return an ACH Entry if it is "unauthorized" (as such term is used under the Operating Rules) and shall not return an ACH Entry for any other reason, including if the ACH Filter Account does not contain sufficient funds, and shall not return any ACH Entry that was authorized by Customer. Customer understands that this Service is not intended to be used by Customer as a substitute for authorization instructions or to delay payment of an ACH Entry. Bank may request evidence from Customer, such as an affidavit, that any ACH Entry returned was in fact unauthorized.

e. **Return Method**. Customer will only return an ACH Entry through the BBO Treasury Portal. Customer will not attempt to return an ACH Entry using any other method, including by telephone or email. Bank will have no obligation to act on any communication through any other method relating to an attempt to return an ACH Entry regardless of whether or not actually received by Bank.

f. **Failure to Decide**. For each ACH Filter Account, for those Exceptions for which Customer has not made a decision as provided in Section 3 above, Bank will return each ACH Entry for which Customer does not notify Bank whether to accept or return prior to Bank's established Cut-off Time, and Customer will be deemed to have returned such ACH Entry as "unauthorized" as provided for in these Service Terms and the Operating Rules.

g. **ACH Conversions**. While this Service is not intended to affect Checks or similar Items, Customer understands that other parties, including payees and other holders of Checks drawn by Customer, may convert Checks into ACH Entries. The criteria established by Customer may cause Checks converted into ACH Entries to become an Exception. Customer is solely responsible for ensuring that it establishes criteria that will permit such Checks to be properly paid or preventing such other parties from converting Checks drawn by Customer into ACH Entries.

h. **Exceptions**. Notwithstanding anything else in these Service Terms, this Service does not apply to ACH Entries between Bank and Customer, including ACH Entries:

   i. relating to any amounts payable to Bank under any agreement that authorizes the withdrawal of funds from an ACH Filter Account to pay any amount due or to become due to Bank, including Fees and amounts owed to Bank in connection with a loan or other extension of credit, without regard to whether any such amount became due or agreement occurred prior to, simultaneously with, or after the date this Service had been established or Customer has provided any criteria regarding ACH Entries;

   ii. that Customer has originated through Bank under another Service;

   iii. reversing any previously received ACH credit Entry;

   iv. debiting or crediting the ACH Filter Account to correct processing errors; or

   v. to comply with applicable law, regulations, or payment system rules.

4. Positive Pay

a. **Service**. This Positive Pay Service may be used by Customer to assist with the detection and deterrence of unauthorized, altered, counterfeit, or fraudulent Checks drawn on Customer's Account. This Service compares Checks drawn on Customer's Account that have been presented for payment to Bank against the Issued Items database. Any Check that does not match an Issued Item will be considered an Exception Check and subject to Customer's decision as provided in these Service Terms.

   This Service requires a training session with the Bank’s Treasury Services team prior to activation. Until such training is complete, the service will not monitor checks for potential fraud.

b. **Definitions.**

   i. <u>Positive Pay Account</u>. Any Account of Customer for which Customer has requested, in a form acceptable to Bank, and Bank has approved use of this Service.

   ii. <u>Exception Check</u>. A Check that has been presented to Bank for payment: (i) the payment details of which do not match an Issued Item; or (ii) that is a duplicate of a Check that has been previously paid.

    iii. Issued Item. Electronic record created by Customer containing information regarding a Check drawn on Customer's Account and in a format prescribed by Bank.

c. **Issued Item Database**. For each Positive Pay Account, each day Checks are drawn Customer shall submit the Issued Items using the BBO Treasury Portal or such other method as communicated by Bank. The Issued Item must contain the check number, the issued date, the amount of each Check, and payee name. Unless Bank has agreed otherwise in writing, Bank has no obligation to compare any presented Check against any other information included in the Issued Items database.

d. **Checks Matching Issued Items**. If Bank pays any Check presented for payment that matches any current or prior Issued Item, such Check will be deemed to have been properly payable regardless of whether unauthorized, altered, counterfeit, containing any unauthorized signature or endorsement.

e. **Exception Checks.**

    i. Each Business Day, prior to a time established by Bank and communicated to Customer, Bank will notify Customer of any Exception Checks. Customer must review each Exception Check and prior to Bank's established cut-off time must decision each Exception Check as pay or return through the BBO Treasury Portal.

    ii. For each Positive Pay Account, Bank will return each Exception Check for which Customer does not decision prior to Bank's established Cut-off Time.

    iii. If Bank pays or returns any Exception Check in accordance with the decision of Customer or as otherwise provided for in these Service Terms, Bank will be deemed not to have improperly paid or wrongfully dishonored the applicable Check.

f. **Banking Center Presentment**. Issued Items entered into the system are subject to a 30 minute delay before any such Issued Item can be presented at a Banking Center for payment. Bank will compare a Check presented for payment in-person at a Bank banking center against the Issued Items database and either (a) return such Check to the presenter because it does not match the Issued Item database or (b) pay such Check because it does match the Issued Item database. Provided that Bank followed its usual and customary procedures in doing so, Bank will be deemed to have exercised ordinary care, and will not be deemed to have improperly paid or wrongfully dishonored the Check, as applicable.

g. **Check Number Range**. If Customer is using both the Bill Pay and Positive Pay Services, Customer acknowledges and agrees that Customer will not order checks in the same number range used by Bill Pay. If the Customer orders checks within the same number range, Customer shall be responsible for re-ordering checks and all costs associated therewith.

5. Check Block

a. **Service**. This Check Block service will cause any check presented to an account designated by Customer to reject and be returned automatically to any non-Bank affiliate the next Business Day. Checks blocked through this service will be returned as “refer to maker.”

6. ACH Block

a. **Service**. This ACH Block service will cause any ACH debit presented to an account designated by Customer to reject and be returned automatically to any non-Bank affiliate the next Business Day. ACH debits blocked through this service will be returned as "unauthorized" using return code R29.

7. Remote Deposit Capture

a. **Service**. Remote Deposit Capture Service offers the ability to electronically capture and deposit Checks it has received. Customer will use a Scanner or mobile device to electronically create an Image of each Check and will be provided with access to the Remote Deposit Capture portal to submit such Images for deposit. For any Images Bank accepts, Bank will process such Images through an electronic exchange with The Federal Reserve, drawees, other financial institutions, processors, or clearing houses as Bank determines in its sole discretion. Bank will set a limit on the maximum amount of the Customer's deposit which will be communicated in the set-up documentation.

b. **Definitions.**

   i. Scanner. A Component used by Customer to electronically create Images and capture remittance information, including payee, amount, MICR line, and serial number, of paper- based, original Checks.

   ii. Image. An electronic reproduction of a paper-based, original Check created by a Scanner.

c. **Scanner**. In using this Service, Customer will only use a Scanner which has been provided by Bank or which Customer has procured and Bank has approved. Customer must notify Bank and receive its approval prior to using another Scanner. If Bank provides the Scanner, Bank grants to Customer a non-transferrable and non-exclusive sublicense limited to Customer's use of this Service, and Customer may be required to complete additional documentation, including agreements, prior to Customer's use.

d. **Mobile Remote Deposit.** Customer may also make deposits to eligible Accounts from remote locations by taking a picture of Check deposits scanned images of which are then electronically delivered to Bank for deposit. Customer must have a supported mobile device with a supported camera and download the required application to such mobile device. The required application may be provided by a third-party, and Customer may be required to complete additional documentation, including agreements, prior to Customer's use. Bank does not guarantee that your particular mobile device, mobile device camera, or mobile device operating system will be compatible with the Service.

e. **Prohibited Checks**. Customer will only use the Service to deposit Checks. Further, Customer agrees that it will not use the Service to deposit, or attempt to deposit, Checks that:

   i. are payable to any person other than Customer (or a reasonable derivation thereof);

   ii. contain obvious alteration to any of the fields on the front of the Check;

iii. Customer knows or suspects, or should know or suspect, are fraudulent;

iv. are substitute checks, as defined in Federal Reserve Regulation CC;

v. are remotely created checks, as defined in Federal Reserve Regulation CC;

vi. are drawn on financial institutions outside the United States or its territories or protectorates; or

vii. are otherwise not acceptable under the Terms or Treasury Terms.

If Customer submits an Image that does not comply with these Service Terms, Customer makes all representations and warranties and assumes all obligations and liabilities as provided under these Service Terms to the same extent. Bank will not be liable, nor will Bank be deemed to have failed to exercise ordinary care if Bank accepts or processes any Image that does not comply with this Section and subsections (a) through (g) above.

f. **Customer Covenants, Representations and Warranties**. Customer covenants represents and warrants to Bank that:

i. any Image submitted to Bank completely, accurately, and legibly represents all of the information contained on the front and back of the original Check;

ii. all Images meet all legal, technical, formatting, and quality standards and requirements as provided for by these Service Terms, applicable law, regulation, and/or Federal Reserve System, including for a substitute Check;

iii. all Images and authorizations will be maintained and be capable of being reproduced for the period of time prescribed by these Service Terms and applicable law; and

iv. Customer will not redeposit, transfer, further negotiate, or otherwise cause any person to pay a Check more than once.

g. **Acceptance; Processing**. All Images must be submitted to Bank prior to the Bank's established Cut-off Time. Any Image submitted after the Cut-off Time will be deemed to have been submitted on and will be processed the next Business Day. All Images are subject to Bank's acceptance. Bank reserves the right to reject or return any Image for any reason, including if any Image would be in violation of these Service Terms, any limitation that has been established for Customer (as provided in Section 8 below), or applicable law. Any Image that is returned, including for bad Image quality, may be charged back against Customer's Account, along with any associated Fee. Bank will not be responsible or have any liability for any loss or delay Customer suffers if Bank rejects or returns an Image.

h. **Limits on Use of Service**. Bank may establish limitations on Customer's use of this Service based on the amount of the Checks and/or frequency of Customer's submission of Images. Limitations may be placed on the amount of an individual Check, the total amount of all Checks submitted for any Business Day, and/or the number of Images submitted for any Business Day. These limitations may be communicated to Customer, but will not be binding on Bank. Bank may modify, including decrease, these limitations at any time without notice to Customer.

i. **Availability**. Customer understands that Items submitted using this Service are not subject to the funds availability requirements of Federal Reserve Regulation CC. Generally, funds will be available in accordance with Bank's standard availability policy. Bank reserves the right to place a hold on any or all Items deposited through the Service.

j. **Originals**. Customer shall establish procedures for retaining and destroying paper-based, original Checks after creating an Image. Such procedures must provide, at a minimum, that such Checks:

   i. will be stored in a secure area;

   ii. will not be duplicated, redeposited, or negotiated;

   iii. will be destroyed no earlier than 14 days; and

   iv. should be destroyed reasonably quickly and effectively.

k. **Certification**. Bank may require Customer to certify that it has received training on the use of this Service and understands the responsibilities associated with the use of this Service.

8. Zero Balance Accounts

a. **Services**. Through this "Zero Balance Service", at the end of each Business Day Bank will, after posting all applicable debits and credits, automatically withdraw funds from or deposit funds to, each Zero Balance Account and make a corresponding deposit or withdrawal from, the applicable Master Account to achieve a zero balance, subject to Section 5 below.

b. **Definitions.**

   i. <u>Master Account</u>. An Account held with Bank which at the end of each Business Day funds are withdrawn from or deposited to in order to achieve a zero balance in the Target Account.

   ii. <u>Sweep Account</u>. An Account held with Bank for which Bank has received proper authorization and Bank has approved use of the Zero Balance Service. A Sweep Account may be a Zero Balance Account or a Master Account depending on the request of the Customer.

   iii. <u>Zero Balance Account</u>. An Account held with Bank which at the end of each Business Day, the Bank will bring to a zero balance if possible subject to Section 5. Bank reserves the right to require specific deposit account types to be established as the Master Account and the Zero Balance Account.

c. **No Credit Agreement**. The Zero Balance Service is not to be construed as a commitment by Bank to extend any credit.

d. **Balances**. A sufficient balance of collected funds must be maintained on deposit in the Master Account to cover all transactions on the Master Account in addition to any funding obligations to a Zero Balance Account that may be created. In the event the

Master Account fails to maintain a sufficient balance of collected funds (a) the zero balance may not be achieved, (b) Bank may refuse any transaction on any Sweep Account, and/or (c) Bank may suspend services to any Sweep Account.

e. **Indirect and Unauthorized Access**. Customer understands that access to the Master Account's funds may be gained by any person who has control of a Zero Balance Account, This indirect access may result in the Master Account paying or assuming obligations, that are posted to a Zero Balance Account.

9. Online Wire Transfer

a. **Service.** Through this Service, Bank may permit Customer to make an online wire transfer. Each Account must be a demand deposit account. Bank determines whether Customer and/or any Account is eligible for this Service. Bank may place restrictions on Customer's use of this Service or on an Account's use of this Service. Customer shall not use or attempt to use this Service for any consumer purposes.

b. **Definition.**

i. Reverse Wire Transfer. A wire transfer that is initiated by the recipient to debit the Account of Customer where Bank has received Customer’s prior written authorization of such wire transfer. A Reverse Wire Transfer is also known as a funds drawdown request or Fedwire 1031 drawdown request.

c. **Use.**

i. Bank may request additional information at any time. Bank is not responsible for the validity, accuracy, or completeness of any information provided by Customer, and Bank is entitled to rely solely on this Agreement and any information provided by Customer in providing this Service.

d. **Wire.** In order to initiate a Wire Transfer or an amendment or cancellation thereof, the security procedure requires an Authorized User's User ID and password and one or more of: a token, biometric identifier, cookie, digital signature, out-of-band authentication, call-back, and other security devices, factors, or methods. Any portion of a security procedure may be provided or administered by Bank or a third-party service provider selected by Bank. Bank may use or change a third-party service provider at any time, without notice to Customer. Use of a third-party service provider will not affect the commercial reasonableness of any security procedure or Customer's liability.

e. **Foreign Exchange.**

i. If Bank accepts any Wire request that is in a currency other than United States dollars (“USD"), Bank may enter into a transaction with other parties to sell or purchase, as applicable, USD and purchase or sell, as applicable, another currency (an "Exchange") in order to complete the Wire request. Any such other party may charge fees and may complete all or any portion of the Exchange on Bank's behalf. The purchase price for the applicable other currency in the Exchange will be at a rate and spread determined by Bank, or agreed upon between Bank and any other party. Customer understands that the beneficiary may not receive an exact equivalent of the applicable currency due to fees charged by overseas banks and their intermediaries. This purchase price may differ from that of other transactions Bank has entered into. Bank may be entitled to a commission, fee, or percentage thereof from other parties based on the amount of the request.

ii. Once a request has been accepted by Bank, the Exchange will be final and irrevocable. Bank has no obligation to stop, cancel, reverse, or revoke any Exchange, or buy back any currency from Customer. Customer assumes all risks of fluctuation in the exchange rate for any currency.

f. **Reverse Wire Transfers**. Customer may initiate a reverse wire request but only after receipt of authorization from recipient's financial institution.

10. Bill Pay

a. **Service.** Through the Bill Pay Service, a third party will make payments from Customer's designated Account to a Payee. Bill Pay may be offered as an additional feature of Bank's BBO Treasury Service. In addition to this Agreement, the Bill Pay Terms, Conditions and Disclosures document that is presented electronically at log-in for any Bill Pay user is applicable and further governs the Bill Pay service a copy of which is available upon request and is hereby incorporated by reference.

b. **Payment Orders.**

i. Customer is solely responsible for:

A. scheduling bill payments to ensure timely receipt by Payees. The Service will calculate an estimated arrival date. This is an estimate only, and Bank shall have no responsibility or liability for late payments, finance charges, or any other fees a Payee might impose on Customer for a late payment.

B. Payment Orders that contain an error or duplicate another bill payment.

C. Any delay or failure of a bill to be paid due to Customer providing incomplete, incorrect, or outdated information, or not following the instructions for using the Service.

ii. Customer may change or cancel a Payment Order any time prior to the Cut-off Time on the scheduled process date.

iii. Tax payments, payments to settle securities transactions, and court-ordered payments may be scheduled through the Service, but are discouraged and are scheduled at the Customer's sole risk.

c. **Payment Processing.**

i. A single Payment Order will be processed on the Business Day Customer designates as the payment's process date, provided that Customer submits the Payment Order prior to the cut- off time on that date. A single Payment Order submitted after the cut-off time on the designated process date will be processed on the next Business Day. If Customer designates a non- Business Day as the payment process date, the Payment Order will be process on the first Business Day following the designated process date.

ii. A recurring Payment Order will be processed based upon the frequency setting designated by the Customer. Each recurring Payment Order is automatically scheduled by the Service. If the scheduled process date is a non-Business Day, the date will be adjusted based on the following rules:

A. If Customer selects the recurring payment "Pay Before" option, the process date for the Payment Order will be adjusted to the first Business Day prior to the calculated process date.

B. If Customer selects the recurring payment "Pay After" option, the process date for the Payment Order will be adjusted to the first Business Day after the calculated process date.

C. If the Customer designates the 29^{th}, 30^{th}, or 31^{st} day of the month for the Payment Order process date, and that day does not exist in the month of the calculated process date, the process date for the Payment Order will be adjusted to the last calendar day of the month subject to (b)(i) and (ii) above.

d. **Cut-off Time**. All Payment Orders, amendments, and cancellations are subject to receipt by Bank prior to the established Cut-off Time, for each Business Day. Any Payment Order, amendment, or cancellation received by Bank after the applicable cut-off time will be deemed to have been received the next Business Day.

e. **Payment Methods**. Bank reserves the right to select the method by which it will remit your bill payment to the Payee. Bill payments may be processed by check or by electronic fund transfer (EFT).

f. **Research**. Bank reserves the right to charge Customer for research time in connection with any payments no longer available through Customer's screen history. Bank will not charge a fee for research Bank conducts in connection with correcting a Bank error.

g. **Payment Rail/Network**. Bank or its third-party vendor reserves the right to use any payment rail/network it determines necessary. Bank will not increase its fees assessed to Customer for the use of the various payment rails/networks, but Customer acknowledges and agrees that the Bank cannot control whether fees may be incurred by the recipient as the result of the choice of a particular payment rail/network.

h. **Check Number Range**. For Customer using both the Bill Pay and Positive Pay Services, Customer acknowledges and agrees that Customer will not order checks in the same number range used by Bill Pay. If the Customer orders checks within the same number range, Customer shall be responsible for re-ordering checks and all costs associated therewith.

11. Lockbox

a. **Service**. Through this Service a Lockbox will be established for the receipt of payments and materials that are addressed to the Lockbox. Customer will direct its customers, vendors, and/or other third parties making payments to send such payments to the Lockbox. Each Business Day in which mail is received into the Lockbox, the contents will be removed from the Lockbox and processed as provided in these Service Terms.

b. **Definitions.**

i. Acceptable Check. Any Check: (i) with a payee that is the name of Customer or another name of which Customer has notified Bank, in a form acceptable to Bank, and Bank, in its sole discretion, has deemed acceptable; (ii) that contains a date which is not more than six months in the past; (iii) that bears a legible amount; and (iv) that bears the drawer's signature.

ii. Lockbox. A post office box established by Bank or Service Provider.

iii. Lockbox Account. An Account Customer has designated to receive deposits of Items received in the Lockbox.

iv. Protected Health Information. As such term is defined under the Health Insurance Portability and Accountability Act of 1996 and its related regulations.

v. Remittance Material. All statements, invoices, correspondence, communications, papers, and other materials, other than a Check, within any envelope sent to the Lockbox.

vi. Service Provider. A third-party service provider that Bank may engage to provide all or any portion of this Service.

Customer may be required to complete and/or execute documentation, including an agreement, with the Service Provider in a form acceptable to Bank and/or Service Provider prior to or during Customer's use of this Service. Bank's use of the Service Provider will not affect Customer's liability, responsibility, or obligations under these Service Terms. Bank may change the Service Provider or modify any portion of Bank's and Service Provider's relationship at any time without notice.

c. **Exclusive Access; Lockbox Contents**. Bank and/or Service Provider will have unrestricted and exclusive access to the contents of the Lockbox. Once the contents have been removed from the Lockbox, envelopes will be opened and all Items and Remittance Material will be removed. Enclosed Checks will be deposited to Customer's Lockbox Account and all other material will be sent to Customer. Customer will be liable and responsible for any Check deposited as if Customer had deposited such Check itself.

d. **Acceptable Checks**. Customer will direct any party sending a payment to the Lockbox to only include Acceptable Checks.

e. **Checks Received**. All Checks received in the Lockbox are subject to Bank's acceptance. Any refused Check will be returned to Customer. If a Check that is not an Acceptable Check is processed or deposited, such processing or deposit shall not constitute failure to exercise ordinary care. In particular, as to a Check, Bank may, but is not obligated to:.

i. date a Check if received undated, and accept the Check for deposit as of the day received;

ii. review and make a determination as to the amount of the Check. If the Check contains both a written and numerical amount, and such amounts differ, Bank may also review any enclosures to determine the amount; If there is a conflict we go with the written amount.

iii. process a Check containing restrictions or notations such as "Payment in Full", "Balance on Account", "Final Settlement", or "Void After 90 Days" regardless of whether handwritten, typed, or printed; or

iv. send a Check for processing on a collection basis. This includes sight drafts or payable through drafts and/or Items drawn on foreign banks or payable in foreign currency. If a Check is sent for processing on a collection basis, Bank may defer any credit or payment until final collection is received less all Fees.

f. **Cash**. Customer will direct any party sending a payment to the Lockbox to not include any cash, returned merchandise, or anything similar. Bank is not obligated to deposit any cash received. Bank's count of any cash received in the Lockbox is final and conclusive. Bank is not liable for any cash, returned merchandise, or anything else received in the Lockbox.

g. **Returned Items**. Any Check returned unpaid because of "insufficient funds," "uncollected funds" or the like will be redeposited and handled for collection by the Bank only once. If redeposit is not warranted for reasons such as "account closed" or "payment stopped" or if a Check is returned unpaid a second time, Bank will charge Customer for the amount of the Check plus any applicable Fees and return the Item to Customer.

h. **Replacement Checks**. Checks may be misdirected, misdelivered, delayed, damaged, destroyed, lost, or stolen in transit and Bank has no responsibility for such issues or damages related thereto. Customer shall be solely responsible for obtaining any replacement Check.

i. **Images**. The deposited Checks and associated Remittance Material will be processed in batches, imaged, and made available for viewing via a portal or any other method agreed upon by Bank and Customer. This will be the only notice of deposits for Checks received to the Lockbox provided to Customer prior to Bank's issuance of the Account statement.

j. **Protected Health Information**. Unless Bank has otherwise agreed in writing and Customer has provided any protections, including a customary business associates agreement, Bank deems necessary, Customer will (a) direct any payors not to include any Protected Health Information (as defined by applicable law) of any person, regardless of whether on a Check or Remittance Material, and (b) indemnify and hold harmless Bank from and against any and all claims, demands, judgments, losses, damages, costs, and expenses (including attorneys' fees) arising out of or relating to Protected Health Information being sent to the Lockbox or received by Bank.

12. Payments Hub

a. **Service.** Through this Service Customer may initiate single credit payments with options of delivery method, processing time frames, and cost. Customers can send and receive Request for Payment (RfP) in near real-time through an Immediate Payments Network.

b. **Definitions.**

i. <u>ACH</u>. A credit payment through the Automated Clearing House which is settled on the chosen effective date.

ii. Same Day ACH. A credit payment processed through the Automated Clearing House same day pursuant to the FedACH Processing Schedule located at frbservices.org.

iii. Receiver. An entity that receives a payment or non-payment message through the Immediate Payments Network via the Payments Hub.

iv. Receiving Financial Institution. Bank, when Customer is the Receiver, and the Receiver's financial institution, when Customer is the Sender.

v. Funding Account. Account belonging to Customer which is used to offset outgoing credit payments.

vi. Immediate Payment. A final and irrevocable credit transfer made through the Immediate Payments Network.

vii. Immediate Payments Network. Either the Real Time Payment (RTP) service, offered by The Clearing House (TCH) or the FedNow Instant Payment service offered by the Federal Reserve Bank.

viii. Request for Payment (RfP). A request for a credit transfer made through the Immediate Payments Network, delivered through such network.

ix. Sender. An entity that sends a payment or non-payment message through the Payments Hub.

x. Sending Financial Institution. Bank, when Customer is the Sender, and the Sender's financial institution, when Customer is the Receiver.

xi. Service Participant. A financial institution, including Bank, that participates in one or both services within the Immediate Payments Network.

c. **Eligibility.**

i. Only Accounts which are enrolled in this service are eligible to be chosen as a Funding Account.

ii. To ensure payment was processed successfully, Customer should check the status of the payment within the Payments Hub after submitting to ensure a final payment status of Completed or Rejected is received.

iii. Not all financial institutions are able to send and receive Immediate Payments or Requests for Payment. To check the eligibility of a particular Receiving Financial Institution, when the routing/transit number of the Receiving Financial Institution is entered into the contacts screen, available payment rails for that institution will be indicated. The ability for the Receiver's account to receive the payment will be determined when Immediate Payment is initiated. If Financial Institution is a Service Participant, but Receiver's account is not eligible, payment will be rejected by the Receiving Financial Institution.

iv. By submitting a Payment, Customer: (i) represents and warrants that the Payment may be irrevocable, and (ii) unconditionally authorizes Bank to debit the transfer amount, plus fees (if applicable), from the applicable Account, which Bank may debit immediately upon receipt of the Payment Order or at the same time as other service fees.

d. **Service Availability.** The Payments Hub is typically available 24 hours a day, 7 days a week, including weekends and state and federal holidays. The service may be briefly unavailable during maintenance periods, which Bank will strive to keep minimal and during low usage hours. Bank will usually be signed off and not appear in the list of Service Participants during the maintenance periods and Customers may be unable to send payments during these times. Transaction posting will vary depending on chosen delivery method.

e. **Payment Authorization and Security.**

   i. Dual Authorization. Bank will make available secondary approval procedures through the BBO Treasury Portal for initiating Payments. Regardless of any other provision in these Service Terms, Bank may: (A) require that any Payment Order delivered to Bank through the BBO Treasury Portal be initiated using one User ID assigned to an Authorized User and then approved using a different User ID assigned to another Authorized User ("Dual Authorization"); and (B) reject any Payment Order that does not receive proper authorization. Any payment submitted but pending a secondary approval may be cancelled by Bank three or more business days after creation.

   ii. One-time PIN. For clients with only one authorized user of the Payments Hub, following the submission of a Payment Order, a one-time PIN will be sent to the Authorized User via email or SMS. Customer shall use such PIN to confirm that the Customer created and accurately input the Payment Order. Use of the one-time PIN security procedures is subject to Bank's prior approval.

   iii. Alerts. Email and/or SMS alerts for Payments Hub will be enabled. Customer will be able to choose what alerts each authorized user will receive at set-up

f. **Risk Limits**

   i. Limits on Payment Amounts. Bank may establish limits on the amount that may be sent in a single transaction. Bank may also establish limits on the amount that Customer may send during a period of time (daily, weekly, monthly). Limits will be determined and agreed upon at time Customer signs up for service. Bank may permit Customer to set different limits per Account or per Authorized User.

   ii. Bank may modify, including decrease, these limits at any time and without notice to Customer.

   iii. Customer shall comply with any such limits. In addition to any other rights Bank may have, Bank may, but shall have no obligation to, monitor, process, or reject any Payment Order that does not comply.

g. **Purpose of Payment**

   i. Customer will not use the Service to make or receive any of the following types of payments (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. until such time as Bank notifies Customer that such payments are permitted; (C) payments transmitted solely for the purpose of determining whether the Receiver Addressing Information is valid (a “Test Payment”), unless it has a bona fide need to do so to determine the validity of Receiver Addressing Information; or (D) any other payment that violates the Agreement.

ii. Customer is permitted to use the Service solely for the purpose of making or receiving payments: (A) on its own behalf; or (B) on behalf of Persons that are residents of or domiciled in the U.S. until such time as Bank notifies Customer that payments on behalf of Persons that are not residents of or domiciled in the U.S. are permitted. Any payment that violates the above restrictions is a Prohibited Payment.

h. **Finality of Payment and Funds Availability**

i. Payments are irrevocable and may not be reversed. Customer should only use the Service to make payments to Receivers it knows and has verified through secure means. Customer should in all cases verify the identity, legitimacy, and contact information of the payee and the amount of payment prior to submitting a Payment Order. If Customer sends a payment to a person it does not know, or Customer does not verify the identity or legitimacy of persons that contact and ask for payment, Customer will likely lose the full amount of its authorized push payment.

ii. Bank does not provide buyer protection with respect to payments; accordingly, Customer cannot reverse or dispute a 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 at all or in timely manner; or (iii) Customer wishes to return purchased goods or cancel pre-paid services.

iii. Any dispute between Customer and a Receiver must be resolved directly between Customer and the Receiver. Bank has no responsibility for and shall not be liable to Customer in connection with any dispute between Customer and a Receiver.

iv. BANK HAS NO OBLIGATION TO VERIFY THE ACCURACY OR COMPLETENESS OF THE RECEIVER INFORMATION OR THAT THE RECEIVER ADDRESSING INFORMATION IS ASSOCIATED WITH CUSTOMER’S INTENDED RECEIVER. EXCEPT AS OTHERWISE REQUIRED BY APPLICABLE LAW, BANK’S SOLE OBLIGATION SHALL BE TO INITIATE A PAYMENT THROUGH THE SERVICE IN THE TRANSFER AMOUNT INDICATED BY CUSTOMER USING THE RECEIVER ADDRESSING INFORMATION PROVIDED BY CUSTOMER.

13. API Data Access and Integration Services

a. **Service.** Through this Service (“API Integration Service”), Bank may permit Customer to enable application programming interface (“API”) connectivity between Customer’s Accounts and one or more third-party service providers (“Provider”) for the purpose of retrieving Account data and facilitating integration with Customer’s internal systems (e.g., ERP or accounting platforms).

i. Bank determines, in its sole discretion:

A. Whether Customer and/or any Account is eligible for this Service; and

B. The scope, functionality, and availability of API access

ii. Bank may expand, reduce, modify, suspend, or terminate the Service at any time without notice.

iii. This Service is a read-only data access service unless otherwise expressly agreed in writing by Bank.

b. **Definitions.** Capitalized terms not defined herein shall have the meanings set forth in the Treasury Terms.

i. API. Application programming interface used to facilitate system-to-system data transmission.

ii. Provider. Any third party selected by Customer to access data through the API Integration Service.

iii. API Credentials. Tokens, keys, authentication credentials, or other security elements used to access the API.

c. **Authorization; Use of Service**

i. Customer authorizes Bank to provide API access to Provider designated by Customer.

ii. Customer agrees that:

A. Any access, request, instruction, or activity through the API:

B. is deemed a Payment Order or authorized action where applicable; and

C. is deemed authorized by Customer if validated through applicable security procedures.

iii. Bank may rely solely on:

A. API Credentials

B. System authentication

C. Instructions transmitted through the API

iv. Bank has no duty to, and will not, verify the accuracy, purpose, or propriety of any API request.

d. **Third-Party Providers**

i. Customer acknowledges and agrees:

A. Provider is a third party not owned or controlled by Bank

B. Bank:

- has no responsibility for Provider’s acts or omissions
- does not endorse or guarantee Provider services

C. Customer is solely responsible for:

- selecting, contracting with, and monitoring Provider
- ensuring Provider complies with applicable law and agreements

D. Customer will be responsible for any act or omission of Provider to the same extent as Customer would be responsible for the same act or omission.

e. **Data Access; Availability**

i. Customer understands and agrees that:

A. Data provided through this Service:

- may be delayed, incomplete, duplicated, or inaccurate
- is not guaranteed to be real-time

B. Service availability and accuracy may be impacted by:

- third-party systems
- maintenance
- outages or interruptions

C. Bank will have no liability for any Service unavailability, delay, or inaccuracy of data.

f. **No Verification; No Duty to Monitor**

i. Bank:

A. has no duty to monitor API usage

B. has no obligation to detect errors, fraud, or unauthorized activity

C. does not review or validate:

- reconciliation outputs
- accounting entries
- data transmissions

ii. Customer is solely responsible for reviewing and verifying all data and outputs prior to use. Customer acknowledges it is responsible for monitoring and detecting fraud or unauthorized activity through use of the API.

g. **Security Procedures**

i. API access is subject to the Security Procedures set forth in Part I.

ii. Without limiting those provisions:

A. Use of valid API Credentials will be deemed:

- authentic
- authorized by Customer
- binding on Customer

iii. Customer assumes and absolves Bank of all risk of:

A. credential compromise

B. unauthorized access

C. system intrusion

iv. This applies regardless of cause, including fraud or cyber incidents.

h. **Customer Responsibilities**

i. Customer agrees:

A. To maintain secure control of API Credentials

B. To implement internal controls, including:

- dual control (where applicable)
- reconciliation review processes

C. To ensure:

- proper configuration of all systems
- ongoing oversight of Provider

D. Customer assumes full responsibility for:

- financial reporting accuracy
- reconciliation results
- regulatory compliance

i. **Fees**

   i. Customer agrees to pay all Fees associated with this Service, including:

      A. API enablement

      B. access and usage

      C. support and maintenance

   ii. Fees will be assessed in accordance with Exhibit B or as otherwise determined by Bank.

j. **Prohibited Use**

   i. Customer shall not:

      A. Use the Service for any party other than Customer without Bank’s prior written approval

      B. Use the Service for consumer purposes

      C. Permit Provider to:

         - initiate transactions (unless expressly authorized)

         - access data beyond authorized scope

k. **Suspension; Termination**

   i. In addition to any termination rights set forth in the Treasury Terms, Bank may:

      A. suspend or terminate this Service immediately, without liability, if, in Bank’s sole discretion:

         - Bank determines a security risk exists

         - API usage may impact Bank systems

         - Customer or Provider breaches any agreement

         - termination is required by law or regulation

l. **Disclaimer of Warranties**

   i. THIS SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS.

   ii. Bank makes no representation or warranty, express or implied, regarding:

      A. API functionality

      B. data accuracy or completeness

      C. uninterrupted access

D. compatibility with Customer or Provider systems

iii. **ALL IMPLIED WARRANTIES ARE EXPRESSLY DISCLAIMED.**

m. **Limitation of Liability**

i. This Section is subject to the Limitation of Liability in Part I.

ii. Without limiting the foregoing, Bank will not be liable for:

A. Any acts or omissions of Provider or third parties

B. Data errors, delays, or failures

C. Integration failures or incompatibility

D. Customer system issues

iii. Bank's liability shall in all cases remain subject to the limitations set forth in Section 20 of Part I of this Agreement.

n. **Indemnification**

i. Without limiting Customer's obligations under Part I, Customer shall indemnify and hold harmless Bank from any claims arising out of or relating to:

A. API access or usage

B. acts or omissions of Provider

C. unauthorized access using Customer credentials

D. Customer's reliance on data or outputs

o. **Audit; Information Requests**

i. Bank may:

A. require and request information regarding Customer's use of the Service

B. audit Customer and Provider usage

ii. Customer agrees to:

A. promptly provide requested documentation

B. cooperate fully with such requests

p. **Entire Risk Allocation**

i. Customer acknowledges that:

A. This Service involves inherent risks, including:

   - third-party dependency
   - data variability
   - system integration complexity

B. Customer assumes all such risks

C. Pricing reflects this allocation of risk to Customer.

Exhibit A – Subsidiary/Affiliate List

Subsidiary or Affiliate Legal Name (each a Customer)	Tax Identification Number

EXHIBIT B
Treasury Services Fee Schedule Effective July 1, 2026

PRODUCT OR SERVICE	MONTHLY FEE	SET UP FEE
Business Banking Online Treasury		
BBO Treasury Digital Access	$15.00	$0.00
ACH Treasury Monthly Maintenance	$50.00	$50.00
ACH Same Day Monthly Maintenance (must have ACH Treasury)	$10.00	$50.00
TPS ACH Same Day Monthly Maintenance (must have ACH Treasury)	$50.00	$50.00
Third Party Sender Compliance Fee	$200.00	NA
Wire Module Monthly Maintenance	$0.00	$50.00
Reverse Wire Module Monthly Maintenance (must have Wire Module)	$25.00	$100.00
Balance Rpt Per Item (0-1,000)	$0.00	NA
Balance Rpt Per Item (1,001 +)	$0.05	NA
Bill Pay Service (included with Digital Access)	$0.00	NA
Returned Item Fee for Bill Pay	$25.00	NA
ACH Origination Services		
ACH Originated Transactions (All SEC Codes)	$0.20	NA
ACH Addenda	$0.20	NA
ACH Returns - Chargeback	$5.00	NA
ACH Returns - Unauthorized	$20.00	NA
ACH Same Day Transactions (Emergency Use)	$1.50	NA
ACH Same Day File (Emergency Use)	$45.00	NA
ACH Suspended File Fee	$20.00	NA
Payments Hub		
Same Day ACH Originated	$1.50	NA
Next Day ACH Originated	$0.75	NA
Immediate Payment Incoming	$0.20	NA
Immediate Payment Outgoing	$3.00	NA
Request for Immediate Payment	$1.00	NA
Immediate Payment Message	$0.20	NA
Fraud Protection Services		
Payment Manager Maintenance	$30.00	$100.00
Payment Manager Addl Accounts	$15.00	NA
Payment Manager Maintenance (O)	$20.00	$100.00
Payment Manager Addl Account (O)	$10.00	NA
Positive Pay Maintenance	$20.00	$100.00
Positive Pay Addl Account	$10.00	NA
Positive Pay Issued Items	$0.05	NA
Positive Pay Paid Exception	$5.00	NA
Positive Pay Return Exception	$10.00	NA
Positive Pay Verbal Decision	$25.00	NA
ACH Filter Paid Exception (PM)	$0.00	NA
ACH Filter Return Exception (PM)	$5.00	NA
ACH Filter Maintenance (O)	$0.00	NA
ACH Filter Addl Accounts (O)	$0.00	NA
ACH Filter Maintenance	$20.00	NA
ACH Filter Addl Account	$10.00	NA
ACH Filter Paid Exception (O)	$0.00	NA
ACH Filter Return Exception (O)	$5.00	NA
ACH Filter Paid Exception	$0.00	NA
ACH Filter Return Exception	$10.00	NA
ACH Filter Verbal Decision	$15.00	NA
Remote Deposit Services		
Remote Deposit First Scanner	$50.00	$100.00
Remote Deposit Additional Scanners	$20.00	NA
Mobile Deposit Access Per User	$7.50	$25.00
Mobile Checks Deposited	$0.50	NA
Remote/Mobile Deposits Posted	$0.00	NA

EXHIBIT B

Treasury Services Fee Schedule Effective July 1, 2026 Continued

Controlled Disbursement Services		
CDA Maintenance First Account	$60.00	$70.00
CDA Maintenance per Addl Account	$30.00	NA
CDA Per Presented Check	$0.02	NA
Sweep Services		
Zero Balance Account First Account	$20.00	$50.00
Zero Balance Account Additional Accounts	$12.00	NA
Lockbox Services		
Lockbox Maintenance	$200.00	$100.00
Wholesale - Items ($70 minimum monthly fee)	$0.40	NA
Wholesale - Unprocessables	$0.30	NA
Retail - Standard Item	$0.17	NA
Retail - Check Only Items	$0.40	NA
Retail - Unprocessables	$0.10	NA
Check Images - Online	$0.04	NA
Check Images - Fax	$0.05	NA
Check Images - Print	$0.07	NA
Full Page Scanning	$0.25	NA
Envelope Images	$0.25	NA
Bates Stamping	$0.02	NA
Data Capture - OCR	$0.01	NA
Data Transmission	$75.00	NA
FAX Rptg - Detail	$45.00	NA
Multiple Payees 10 or more	$125.00	NA
Postage - Electronic Pkg	$0.07	NA
Postage - Paper Pkg	$0.10	NA
Courier Delivery	$9.00	NA
Special Handling - Per Item	$0.01	NA
Special Handling - Envelopes	$0.01	NA
Special Handling - Flat	$200.00	NA
Data Capture - Keying	variable	NA
Data Capture - Set Up	variable	variable
Postage Due	variable	NA
Annual Post Office Box Rental	varies by size	NA
Other Items as Negotiated	variable	variable
Accounting Software Connections		
QuickBooks Online Per Account (1-5 accounts)	$0.00	$0.00
QuickBooks Online Per Account (6+ accounts)	$5.00	$0.00
Sage 50/100/300 Per Account (1-5 accounts)	$0.00	$0.00
Sage 50/100/300 Per Account (6+ accounts)	$5.00	$0.00
ERP Connections		
Sage Intacct Monthly Maintenance	$175.00	$0.00
Oracle NetSuite Monthly Maintenance	$175.00	$0.00
File Automation		
File Automation - Paid Checks	$75.00	$20.00
File Automation - BAI	$40.00	$100.00
File Automation - NACHA	$75.00	$100.00
File Automation - Positive Pay	$50.00	$100.00
File Automation - Incoming ACH Report	$40.00	$100.00
Other Services By Special Contract		
Merchant Credit Card Services	variable	variable
Smart Safes and Cash Recyclers	variable	variable

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