

Treasury Management Services Product Terms and Conditions Booklet

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

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

TABLE OF CONTENTS

Account Reconciliation Service 1
 ACH Origination Service 2
 ACH Account Number Masking Service (UPIC) 6
 ACH Fraud Mitigation Service 6
 ACH Special Reporting Service 7
 ACH Monitor Payment and File History Service..... 7
 Automated Check Payments Service 7
 Automated Commercial Investment and Loan Sweep Service 8
 Cash Vault Service 11
 Check Block Service 11
 Check Image Service 11
 Check Management Service 12
 Commercial eStatements /Online Statement Service 12
 Controlled Disbursement Service 13
 EDI Reporting service 15
 Electronic Account Analysis Service 15
 Funds Transfer (Wire) Service 15
 Image Deposit Cash Letter (IDCL) Service and Remote Check Deposit (RCD) Service 19
 Information Reporting Service 21
 Invoice and Pay Service 21
 Loan Service 21
 Lockbox Service 21
 Positive Pay Service 22
 Real Time Payments Service 23
 Remote Safe Deposit Service..... 24
 Zero Balance Account Service 25

Account Reconciliation Service

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

Definitions

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

Terms and Conditions

- 1) **Full Reconciliation.** “Full Reconciliation” offers reporting of outstanding and paid checks during a reconciliation period. If Client elects this option, M&T must receive from Client a Check Issue File via Direct Transmission, Website, or other M&T-approved means at least one Business Day before the end of the related reconciliation period. Following receipt of the Check Issue File, M&T will provide a report for the related reconciliation period (or, if requested by Client, a file of data regarding checks paid, unpaid or stopped (“Check Transmission File”). If M&T does not timely receive the Check Issue File, M&T may, but is not obligated to, send to Client its relevant report(s) or Check Transmission File; provided, however, any reports, if sent, will be unreconciled. If Client wishes to send to M&T a Check Issue File using Direct Transmission, Client must designate a minimum of one and a maximum of 10 email addresses to which M&T will send automatic email confirmations containing the total number of checks and total dollar amount of checks (“control totals”) in the Check Issue File. If there is any discrepancy between the control totals provided in the email confirmations and the information in the related Check Issue File, Client must promptly notify M&T’s Account Reconciliation Customer Service of the discrepancy. M&T is not obligated to validate control totals or determine or notify Client if there are any discrepancies. Email confirmations are sent using secure email and require prior registration and a password to open and view the email. Client’s designated email addresses must be able to access such secure emails.

- 2) **Partial Reconciliation.** “Partial Reconciliation” offers a listing of all checks paid during a reconciliation period. If Client elects this option, M&T will provide a report for the related reconciliation period (or, if requested by Client, a file of data regarding checks paid).
- 3) **Deposit Reconciliation.** “Deposit Reconciliation” permits customers with multiple locations to make deposits into a single Account while maintaining detailed records of each deposit location. If Client elects this option, Client must use pre-encoded deposit tickets when making check deposits. M&T will provide check deposit information by location and in the aggregate for the reconciliation period in a report, or, if Client elects “Location Capture,” in Statement or via a Website.
- 4) **Reports.** The standard report packages for each of the options discussed above, as well as optional reports, are described in the User Guide. Paper reports are generally provided as indicated below.

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

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

ACH Origination Service

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

Definitions

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

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

“**Book Transfer**” means any electronic funds transfer made through M&T’s ACH system between Accounts.

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

“**Consolidated Payables File**” means a file submitted via Direct Transmission that may include ACH, wire, automated check payments, Positive Pay/Payee Positive Pay, and commercial card transactions.

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

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

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

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

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

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

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

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

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

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

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

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

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

“**Settlement Date**” means the date a Settlement occurs.

Terms and Conditions

- 1) **Authorization.** Client will give M&T Instructions regarding Entries in accordance with these T&C and authorizes M&T to:
 - (a) transmit and settle Entries;
 - (b) credit or debit Accounts for Entries that are received or transmitted by M&T; and
 - (c) act as an ODFI or RDFI for Entries M&T processes for Client through the ACH network.
- 2) **ACH Rules.** Client will comply with the ACH Rules as modified by these T&C, and will ensure that:
 - (a) its return rates for Entries are below the rates required by the ACH Rules or M&T;
 - (b) the quality of Entries is sufficiently high to minimize the return of Entries; and
 - (c) it takes the corrective action set forth in any Notification of Change (“NOC”) request that Client receives in connection with an Entry.
- 3) **Entry Data.** Client will provide Files:
 - (a) (i) for Same Day Entries, no later than the applicable cut-off time on the Effective Entry Date, and (ii) for all other Entries, at least one Business Day prior to the Effective Entry Date; and

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

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

4) Processing and Transmittal of Entries.

(a) Processing of Entries.

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

(b) Transmittal of Entries.

- (i) Same Day Entries. M&T will use reasonable efforts to transmit Same Day Entries to the ACH Operator on the Business Day of receipt, provided: (A) Client has complied with the Same Day Entry requirements set forth in these T&C; (B) Same Day Entries are received by 1:00 p. m. ET on such Business Day if transmitted via Direct Transmission or by 12:30 p.m. ET on such Business Day if transmitted via the Website (or such other times designated by M&T); and (C) the ACH Operator is open on the Business Day of receipt of the Entries by M&T.
- (ii) All Other Entries. For all Entries other than Same Day Entries, M&T will use reasonable efforts to transmit such Entries to the ACH Operator prior to the Effective Entry Date in the related File, provided: (A) Entries are received by 6:00 p.m. ET on a Business Day (or such other time designated by M&T); (B) the Effective Entry Date is at least one Business Day after the Business Day of receipt of such File; and (C) the ACH Operator is open on the Effective Entry Date.
- (iii) For purposes of this Section, Entries are deemed received by M&T when the transmission in compliance with these T&C is completed. If any Entry is not timely submitted to M&T, M&T will use reasonable efforts to transmit such Entry to the ACH Operator by M&T's next processing deadline. Once an Entry is accepted by the ACH Operator, it is the receiving bank's responsibility to debit or credit the funds, because M&T will no longer have control over the funds.

5) Settlement of Credit Entries.

- (a) M&T may debit the Account at any time on the Settlement Date for the amount of a Credit Entry. M&T is not obligated to transmit any Credit Entry if the Account lacks sufficient available funds or check the Account to determine if there are sufficient available funds. Overdraft/insufficient funds charges apply for each attempted transaction against insufficient available funds, whether or not M&T pays the Credit Entry.
- (b) M&T may require Client to prefund its Account to ensure that it contains sufficient available funds to cover the full amount of Credit Entries prior to the time M&T receives Instructions to initiate those Entries on Client's behalf. If there are sufficient available funds, M&T will place a hold on such funds and process the Entries in accordance with these T&C. If there are insufficient available funds, M&T may check again before the end of the second Business Day after the Effective Entry Date and process the Entries if there are then sufficient available funds. If there are insufficient available funds as of the end of the second Business Day after the Effective Entry Date, M&T will not process the Entries unless Client resubmits them.
- (c) Credit given by an RDFI to the Receiver for a Credit Entry is provisional until the RDFI has received final settlement through a Federal Reserve Bank or otherwise has received payment as provided for in Section 4A-403(a) of UCC-4A. If the RDFI does not receive such payment for the Entry, the RDFI is entitled to a refund from the Receiver in the amount of the credit to the Receiver's account, and Client will not be considered to have paid the amount of the Credit Entry to the Receiver.

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

7) Retainage/Availability for Debit Entries.

- (a) For three Business Days after the Settlement Date of Debit Entries, M&T may:
 - (i) place a hold on the Account in an amount equal to (A) the aggregate amount of such Debit Entries in the File, multiplied by (B) an M&T established retainage percentage; or
 - (ii) delay the availability of funds from such Debit Entries by making available an M&T established percentage of such funds each day during the three day period, such that all of the funds are made available to Client by the end of such period.

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

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

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

- (a) it has failed to pass the special review procedures in these T&C;
- (b) the Effective Entry Date is more than 10 Business Days after the Business Day on which M&T receives the related File;
- (c) the Effective Entry Date is prior to the Business Day M&T receives the related File;
- (d) the Effective Entry Date is on the Business Day M&T receives the related File, unless Client complies with the Same Day Entry requirements in these T&C; and
- (e) any information in the related File does not correspond with the Entry Data in that File or the Control Totals provided by Client (in which case M&T may, but is not obligated to, reject or correct the File or Entries within the File).

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

- 10) **Returns, Rejections, and NOCs.** Except as required by the ACH Rules, M&T is not obligated to notify Client of returns or rejections of Entries or receipt of NOCs. If the ACH Rules require such notification, M&T will use reasonable efforts to notify Client within the time limits in the ACH Rules, or otherwise

within a reasonable time. For IAT Entries: (a) notification time limits are determined by the Laws of the foreign country to which the IAT Entries were originated and may exceed the time limits in the ACH Rules; and (b) the ACH Rules governing NOCs apply only to the extent that the NOC process is supported by the Laws of the foreign receiving country. M&T is not obligated to retransmit a returned Entry, but may do so within the time limits set forth in the ACH Rules if Client timely makes all needed corrections and the retransmittal is permitted under the ACH Rules.

- 11) **Reversal of Entries.** M&T will use reasonable efforts to reverse any erroneous or duplicative Entry in accordance with the ACH Rules, provided that Client has: (a) requested such reversal via M&T's required form or sent the reversal in the same manner that it transmitted the Entry; and (b) repaid M&T the amount of any provisional credit for such Entry. However, IAT Entries cannot be reversed. M&T is not obligated to retransmit a reversed Entry, but Client may submit a new Entry.
- 12) **Return Entry Fees and Fines for ACH Rules Violations.** Client will promptly reimburse M&T, or M&T may charge the Account, for fines or fees assessed against M&T by Nacha in connection with: (a) a returned Entry; and (b) an ACH Rules violation attributable to any act or omission by Client that is or results in a breach of the ACH Rules, the Master Agreement, these T&C, or M&T's requirements or specifications.
- 13) **Same Day Entries.**
 - (a) Website. If Client elects to transmit Same Day Entries via a Website, Client must select the option for same day ACH processing for each related File or the submitted Entries will not be processed as Same Day Entries.
 - (b) Direct Transmission. If Client elects to transmit Same Day Entries via Direct Transmission, Client must: (i) designate on the Client Election Form **one** of the following fields appearing in the "Batch Header Record" of a File as the field that will be used by Client, and relied upon by M&T, to identify an Entry as a Same Day Entry: (A) Effective Entry Date (which must coincide with the date of Client's transmission of the File containing the Entry to M&T), or (B) Same Day Indicator; and (ii) comply with the formatting and Entry specifications in the ACH Rules and User Guides related to such identification. If Client selects the Same Day Indicator to be used to identify an Entry as a Same Day Entry, M&T may rely solely on the Same Day Indicator, rather than the Effective Entry Date, to determine whether the Entry is intended by Client to be a Same Day Entry.
 - (c) Upon Client's request, M&T may, but is not obligated to, permit Client to originate Same Day Entries or process Entries as Same Day Entries on an exception basis, even though Client has not complied with the Same Day Entry requirements.
 - (d) M&T may restrict the SEC Codes Client may use for Entries to be considered and processed as Same Day Entries.
- 14) **IAT Entries.**
 - (a) M&T may limit its permission for Client to originate IAT Entries to the origination of Credit Entries only and may restrict the foreign countries to or from which Client may originate IAT Entries. IAT Entries cannot be originated to send Remittance Transfers (i.e., electronic transfers of funds requested by consumers for payment to recipients outside the U.S.).
 - (b) Any intended IAT transaction must be identified using the IAT SEC Code and comply with the IAT formatting requirements in the ACH Rules. Any non-compliant Entries will be rejected by M&T, the ACH Operator, or the Gateway Operator.
 - (c) Because IAT Entries often require additional time for settlement, some IAT transactions may take three or more Business Days for the recipient to receive credit from the transaction. Once IAT Entries are transmitted outside of the U.S., they are subject to the Laws of the foreign receiving country.
 - (d) M&T may select the Gateway Operator to act as the U.S. entry or exit point for IAT transactions. The exchange rate applied to an IAT Entry will vary by the country to which the Entry is originated, and daily exchange rates will vary according to market dynamics. Further, if a Gateway Operator or a foreign RDFI converts the ACH payment into a different currency, the rate of exchange will be determined by that Gateway Operator or foreign RDFI, or by the applicable Governmental Authority. Client assumes and bears all transactional, sovereign, and other risks incurred in connection with IAT Entries.
- 15) **Data Retention.** Client will retain, and furnish to M&T promptly upon request:
 - (a) Entry Data in a format that permits the remaking of Entries for seven Business Days following the date of transmittal by M&T; and
 - (b) customer authorizations and records on which Entries are based (in accordance with the ACH Rules), and, if required by the ACH Rules, evidence that a copy of the authorization was provided to the Receiver, for at least seven years after termination or revocation of the respective authorization.
- 16) **Risk Limit.** M&T may periodically establish and modify a risk limit for settlement risk exposure regarding the aggregate amount of outstanding Entries that M&T has processed for Client but that have not yet settled. M&T may reject or delay processing Entries that would cause the amount of the outstanding but not yet settled Entries to exceed the risk limit. M&T has no obligation to advise Client of the risk limit then applicable to an Account, but may do so upon request.
- 17) **Eligible ABA Numbers.** An Entry originated on behalf of Client must include the ABA number of the RDFI (or an equivalent identifying number of the foreign RDFI or other entity authorized by Law to accept deposits, issue money orders, or transfer funds) that will receive the Entry. M&T will review ABA numbers solely on the basis of ACH records available to it, but will not review the equivalent identifying numbers of such foreign RDFIs or other entities. M&T may, but is not obligated to, inform Client of any invalid or incorrect identifying numbers discovered by M&T.
- 18) **Third Party Sender.** If Client is a Third Party Sender and thereby serves as an intermediary in transmitting entries between an Originator and M&T (as ODFI):
 - (a) Client must obtain M&T's approval, which may require Client to enter into an agreement with M&T; and
 - (b) M&T is required to notify Nacha that Client is a Third Party Sender and to report certain information to Nacha under the ACH Rules.
- 19) **Payment Order Transmission; Payment Order Security Procedures.** By using any of the Payment Order transmission methods set forth below, Client agrees to comply with the applicable Payment Order Security Procedures associated with such method (along with any required or elected Security Protocols). Additional information on these transmission methods and their use is in the applicable User Guides.
 - (a) System Administrator and Users. Regardless of the transmission method or Payment Order Security Procedures used, Client must designate a System Administrator to appoint and set up all Authorized Representatives permitted to access information and transmit Files, Entries, Entry Data, and other ACH information to M&T.
 - (b) Website. If Client elects to transmit Files to M&T through a Website, the Website must be accessed using the following Payment Order Security Procedures: (i) a log-in user ID; (ii) the token provided by M&T for each Authorized Representative permitted to transmit Files through the Website (except that such token may not be required for Book Transfers, in which case a password will be required); and (iii) any other Security Protocols made available by M&T for transmitting Files through the Website.
 - (c) Direct Transmission. If Client elects to transmit Files to M&T via Direct Transmission, Client will transmit Files using the following Payment Order Security Procedures, which include the Control Total Payment Order Security Procedures set forth below.

- (i) Direct Transmission via FTM. M&T will provide Client with: (A) identifying information about a secure site for file transmission (the “**File Transmission Site**”) to which Client will connect to send Files via Direct Transmission (FTM); and (B) a user ID and password to enable Client’s system to transmit Files to the File Transmission Site. Client must send its Files to the File Transmission Site using its user ID and password.
- (ii) Direct Transmission via MFT/FTP. M&T will provide Client with: (A) identifying information about the File Transmission Site to which Client will connect to send Files via Direct Transmission (MFT/FTP); and (B) a user ID and password to enable Client’s system to transmit Files to the File Transmission Site. Client must send its Files to the File Transmission Site using its user ID and password and make use of a secondary means of File authentication acceptable to M&T, such as: (x) encrypting Files using M&T approved encryption technology; or (y) using Internet Protocol (IP) address validation. Client may send its Files as part of a Consolidated Payables File using the above Payment Order Security Procedures. If Client chooses not to use the File Transmission Site and instead hosts the Direct Transmission (MFT/FTP) connection on its own server, Client must provide M&T with the additional information required by M&T to enable it to authenticate and securely communicate with Client’s server, including IP address, port, user ID, and password.
- (d) Control Totals. The Control Total Payment Order Security Procedures described in this Section are required for Direct Transmission and may be required for transmission through a Website.
 - (i) On the same Business Day, but prior to sending a File to M&T, Client must send to M&T the related Control Totals via M&T’s Voice Activated Response Unit (“**VRU**”), the ACH Monitor for Direct Transmission Service, or Direct Transmission in a separate file. If M&T does not receive these Control Totals prior to receiving the related File, M&T may not be able to process the related Entries.
 - (ii) If Client transmits Control Totals via the ACH Monitor for Direct Transmission Service, Client must access the Website and enter: (A) a user name or personal identification number and a password or token (as applicable); and (B) Control Totals relating to the transmitted File(s).
 - (iii) If Client transmits Control Totals using the VRU, Client must call the VRU and enter: (A) a pass code and a personal identification number; and (B) Control Totals relating to the transmitted File(s).
 - (iv) If Client transmits Control Totals using Direct Transmission, Client must: (A) format the file containing the Control Totals in accordance with M&T’s file specifications; and (B) include Control Totals relating to the transmitted File(s).
 - (v) If the Control Totals match the total dollar amount of Credit Entries and total dollar amount of Debit Entries sent in the File, M&T will process the File through the ACH network. Otherwise, the File will not be processed, and Client will be required to resend the File to match the Control Totals, modify the Control Totals to match the File, or resubmit Control Totals that match the File. If the Control Totals are submitted after the File is received by M&T, the File may suspend with an “unmatched” status.

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

- (a) Call Back Verification. M&T may call back any Authorized Representative to verify the authenticity or accuracy of any File or Entry and reject or hold any File or Entry that it cannot verify to its satisfaction by the close of business on the Business Day the File or Entry is received.
- (b) Dual Authorization. M&T recommends that Client use secondary approval procedures made available through a Website, including for the origination of Entries or the creation or maintenance of ACH origination profiles. Regardless of any other provision in these T&C, M&T may: (i) require that any File or Entry delivered to M&T through a Website be initiated using one User ID assigned to an Authorized Representative and then approved using a different User ID assigned to another Authorized Representative (“**Dual Authorization**”); and (ii) reject any File or Entry that does not receive Dual Authorization.
- (c) Other. The Additional Procedures may include other security limits, controls, and options that Client can implement. Current Additional Procedures include:
 - (i) Out-of-band authentication processes in connection with Client’s use of a Website to deliver Payment Orders;
 - (ii) Daily Website transfer limits for users and daily limits for each File initiated through a Website. If Client selects such a limit, it must regularly review any such limit to ensure it reflects Client’s needs, risks, and circumstances;
 - (iii) Control Totals that Client can send through VRU for Files transmitted through a Website; and
 - (iv) Email alerts for Files through the ACH Monitor for Direct Transmission Service.

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

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

- (a) Client and its Authorized Representatives have taken all actions and satisfied all conditions required by the ACH Rules in order to originate each Entry received by M&T, including all requirements applicable to each Entry type (e.g., implementation of commercially reasonable fraud transaction detection systems for WEB Entries, recording of or notice confirming oral authorization of TEL Entries);
- (b) each designated Receiver of an Entry received by M&T from Client or its Authorized Representatives has authorized the Entry and the crediting or debiting of its account, as applicable, in the amount and on the Effective Entry Date shown on such Entry;
- (c) each authorization will be in effect at the time of execution of the Entry by M&T and the authorization of an IAT Entry complies with the Laws of the foreign receiving country;
- (d) Client’s ACH transactions comply with all Laws, including the Unlawful Internet Gambling Enforcement Act and those administered by OFAC and the Financial Crimes Enforcement Network;
- (e) Client and its Authorized Representatives will comply with the ACH Rules, including those requiring delivery of notice to counterparties that payment of an Entry by an RDFI to the Receiver is provisional and subject to refund unless the RDFI receives final settlement for such Entry, and those applicable to IAT Entries and the foreign payment system rules regarding authorization of IAT Entries; and
- (f) the representative delivering the Payment Order to M&T on behalf of Client or its Authorized Representatives is duly authorized to execute and deliver the Payment Order to M&T.

- 22) Client's Audit Requirements.** Client must: (a) conduct all audits (e.g., annual audits of its security practices and procedures for WEB Entries and audits of its compliance with authorization retention, secure storage, and data security requirements) and assessments (including assessments of risk and data security) required by the ACH Rules; and (b) upon request provide M&T with evidence that Client has conducted all such audits and assessments.
- 23) M&T's Audit Rights.** Client shall permit M&T and its authorized representatives to:
- (a) examine and make excerpts from Client's books and records that relate to compliance with the ACH Rules; and
 - (b) audit Client's compliance with the Agreement and the ACH Rules.

ACH Account Number Masking Service (UPIC)

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

Definitions

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

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

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

Terms and Conditions

- 1) Notification to Vendors.** Client may notify third parties that wish to send payments to an Account through the ACH network of the UPIC number (instead of the actual Account number and routing/transit number). Each such third party may use the UPIC number provided by Client in place of the Account number when sending Entries to credit the Account. Client may still receive Entries using the actual Account number and routing/transit number.
- 2) Debit.** This Service allows a third party that wishes to reverse a Received Credit Entry sent to Client to use the UPIC number for such reversal.

ACH Fraud Mitigation Service

The ACH Fraud Mitigation Service offers the following features:

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

Definitions

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

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

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

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

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

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

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

Terms and Conditions

1) Authorization Database.

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

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

ACH Debit Block

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

2) Decisioning.

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

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

ACH Debit Block

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

3) **Notifications.**

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

Client may choose to receive notifications (such as email notices containing transaction detail): (a) whenever M&T receives a Received Credit Entry or Received Debit Entry (other than one permitted under Section 5); or (b) only when M&T receives a Received Credit Entry or Received Debit Entry that is unauthorized according to the Authorization Database (other than a Received Credit Entry or Received Debit Entry permitted under Section 5). Notifications are sent to Client's designated Authorized Representatives.

ACH Debit Block

Notifications are not provided for ACH Debit Block.

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

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

ACH Special Reporting Service

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

Definitions

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

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

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

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

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

Terms and Conditions

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

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

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

ACH Monitor Payment and File History Service

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

Definitions

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

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

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

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

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

Terms and Conditions

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

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

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

Automated Check Payments Service

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

Service or the Positive Pay Service.

Definitions

“**Consolidated Payables File**” means a file submitted via Direct Transmission that may include ACH, wire, automated check payments, Positive Pay/Payee Positive Pay, and commercial card transactions.

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

Terms and Conditions

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

Automated Commercial Investment and Loan Sweep Service

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

Definitions

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

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

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

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

“**Maximum Investment Amount**” means the designated maximum investment amount for the related Chosen Investment. “**Minimum Investment Amount**” means the designated minimum investment amount for the related Chosen Investment.

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

“**Note**” means the promissory note executed and delivered by Client to M&T evidencing Client’s line of credit provided by M&T (“**Line of Credit**”), which note is identified on the Client Election Form.

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

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

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

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

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

Terms and Conditions

1) Investment Sweep Service.

- (a) At the end of each Business Day, if there is a Target Balance Excess of at least the Minimum Investment Amount, M&T will transfer the amount of the Target Balance Excess (up to the Maximum Investment Amount), and purchase investments or make deposits in Client's Chosen Investments. M&T may require Client to maintain a minimum Target Balance.
- (b) Each Business Day:
 - (i) if Client has selected only Overnight Investments, M&T will liquidate all existing Overnight Investments and transfer the proceeds plus earnings to the Account;
 - (ii) if Client has selected only Net Investments and the available funds in the Account are less than the Target Balance, M&T will liquidate (on a pro rata basis consistent with Client's Chosen Investments) the lesser of (A) all existing Net Investments or (B) the amount of Net Investments required to bring the available balance to the Target Balance, and transfer the proceeds to the Account; or
 - (iii) if Client has selected both Overnight Investments and Net Investments, (A) M&T will first liquidate all existing Overnight Investments and transfer the proceeds plus earnings to the Account, and (B) if, after crediting the Account with the proceeds and earnings from the Overnight Investments, the available balance is still less than the Target Balance, M&T will liquidate (on a pro rata basis consistent with Client's Chosen Investments) the lesser of (x) all existing Net Investments or (y) the amount of the Net Investments required to bring the available balance to the Target Balance, and transfer to the Account the proceeds (and earnings if the transfer is made on the first Business Day of a month).
- (c) All purchases or deposits of investments will be in the form of un-certificated (book entry) securities, Eurodollar deposits (i.e., deposits in U.S. dollars made into an account at M&T's offshore branch), or such other form consistent with industry practices for a particular type of investment or deposit, on a pro rata basis consistent with Client's Chosen Investments. Except for manifest error, M&T's records are conclusive as to Client's interest in the investments. On some occasions, M&T may be unable to: (i) make investments in accordance with Client's elections, in which case the amount that would have been used for purchases or deposits will remain in the Account; or (ii) liquidate investments or deposits, in which case funds will remain in those investments or deposits. M&T will not be liable for any Losses incurred by Client arising out of such cases.

2) Loan Sweep Services.

- (a) Sweep from the Account. If there is a Target Balance Excess at the end of a Business Day, M&T will sweep funds out of the Account as described below.
 - (i) Loan Sweep. If Client has only the Loan Sweep Service, M&T will: (A) debit the Account for the amount of any unpaid principal balance under the Note, up to the Target Balance Excess; and (B) apply the debit amount to the unpaid principal balance of the Note.
 - (ii) Loan Sweep with Investment Sweep. If Client has both the Loan Sweep Service and Investment Sweep Service, M&T will debit the Account, make payments under the Note, and invest or deposit some or all of the Target Balance Excess as follows and in the following order:
 - (A) M&T will (x) debit the Account for the amount of any unpaid principal balance under the Note, up to the Target Balance Excess, and (y) apply the debit amount to the unpaid principal balance of the Note; and
 - (B) If there is no unpaid principal balance under the Note or if, after debiting the Account as stated in the provision immediately above, there is a Target Balance Excess of at least the Minimum Investment Amount, M&T will (x) withdraw such excess funds, and (y) invest or deposit such funds (up to the Maximum Investment Amount) in Client's Chosen Investments.
 - (iii) Interest/Setoff. M&T will not debit the Account to pay any interest under the Note, but M&T may still exercise its setoff right against the Account for any monies due under the Note.
- (b) Sweep into the Account. M&T will sweep funds back into the Account as follows and in the following order:
 - (i) Credit from the Sale or Liquidation of Investments. If Client has both the Loan Sweep Service and Investment Sweep Service, M&T will liquidate all existing investments and transfer to the Account the proceeds and earnings (if any) in accordance with Section 1(a) of these T&C.
 - (ii) Extension of Credit under Note. If Client does not have the Investment Sweep Service and there is a Target Balance Shortfall or if, after crediting the Account as stated in the provision immediately above, there is a Reduced Target Balance Shortfall, M&T will extend credit to Client as provided in (A), (B), and (C) below.
 - (A) If the Available Credit equals or exceeds the Target Balance Shortfall, or, where applicable, the Reduced Target Balance Shortfall, M&T will: (x) extend credit to Client by making an advance under the Note in the amount of the Target Balance Shortfall or the Reduced Target Balance Shortfall; and (y) credit the amount of the advance to the Account to eliminate the Target Balance Shortfall or the Reduced Target Balance Shortfall.
 - (B) If the Available Credit is less than the Target Balance Shortfall, or, where applicable, the Reduced Target Balance Shortfall, M&T will: (x) extend credit to Client by making an advance under the Note in the amount of the Available Credit; and (y) credit the amount of the advance to the Account to reduce the Target Balance Shortfall or the Reduced Target Balance Shortfall.
 - (C) All advances under the Note made pursuant to this Service will: (x) be evidenced by, bear interest at the rate provided in, and be repaid in accordance with the terms of the Note; and (y) be secured by any and all collateral securing the Note. M&T is not obligated to make advances under the Note in excess of the Available Credit.

3) Investment and Insolvency Disclosures.

- (a) Mutual Funds.
 - (i) Client acknowledges receipt of the current prospectus of each mutual fund that Client has selected as a Chosen Investment (each a "**Mutual Fund**"), and agrees to be bound by its terms. To the extent Client selects a Wilmington Fund as a Chosen Investment, such selection will result in compensation to Wilmington Funds Management Corporation and Wilmington Trust Investment Advisors, Inc., both Affiliates of M&T, which perform administrative services for and serve as the investment advisor and the primary sub-advisor, respectively, to Wilmington Funds. M&T and its Affiliates also provide certain shareholder services, as well as services under Wilmington Funds' 12b-1 plan, and in exchange receive compensation that may periodically change for the services provided. BNY Mellon, which serves as transfer agent, custodian, fund accountant, and fund administrator to Wilmington Funds, and ALPS Distributors, Inc., the distributor of Wilmington Funds, are not Affiliates of M&T.
 - (ii) Money market mutual fund investments are not insured or guaranteed by the Federal Deposit Insurance Corporation (FDIC) or any other government agency, are not deposits or other obligations of (or guaranteed by) any bank, and are subject to investment risks, including possible loss of the principal amount invested. Although money market mutual funds seek to preserve their net asset value at \$1.00 per share, it is possible to lose money by investing in these funds. For more information about a Mutual Fund, see such Mutual Fund's prospectus.
 - (ii) If M&T fails and is taken over by the FDIC:
 - (A) The sweep of funds out of the Account into the Mutual Funds pursuant to this Service will take place on the day of the failure, *provided*

that M&T actually purchased the necessary Mutual Funds shares prior to the time of the FDIC's takeover.

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

(b) Money Rate Sweep.

- (i) The M&T Money Rate Sweep links a checking account with a Eurodollar deposit account. Client may only demand payment of Eurodollar deposits outside of the U.S. Thus, Eurodollar deposits are foreign deposits that are not insured or guaranteed by the FDIC or any other Governmental Authority and are subject to investment risks, including possible loss of the principal amount invested, as well as interest. Eurodollar deposits are also subject to sovereign risk that is assumed by Client.
- (ii) If M&T fails and is taken over by the FDIC:
 - (A) Funds will be swept out of the Account on the day of the failure into Eurodollar deposits in accordance with this Service.
 - (B) The FDIC will treat funds swept out of the Account to Eurodollar deposits on the day of failure as unsecured, non-deposit obligations of M&T, meaning: (x) if the FDIC closed M&T and paid off its deposits, the FDIC will pay Eurodollar deposits only after all secured creditors and depositors at domestic branches are paid in full; or (y) if the FDIC transferred M&T to another bank, the value of Client's Eurodollar deposits would be available to be swept back into the Account on the Business Day after the failure.
 - (C) Funds remaining in the Account at the end of the day of the failure are deposits entitled to FDIC insurance coverage (subject to FDIC insurance rules and limits).

(c) Financial Institutions Sweep.

- (i) The Financial Institutions Sweep is available only to financial institution customers and is a sweep of funds from an Account to an omnibus account of M&T that pays interest at a rate based upon not less than the lowest rate for Federal Funds on any Business Day (as reported by Bloomberg or other source M&T may utilize) as reduced according to a schedule set by M&T.
- (ii) If M&T fails and is taken over by the FDIC:
 - (A) Funds will be swept out of the Account on the day of the failure into an omnibus account of M&T in accordance with this Service.
 - (B) The FDIC will generally treat funds swept to an omnibus account of M&T as a deposit obligation of M&T, meaning: (x) if the FDIC closed M&T and paid off its deposits, Client's allocable share of such omnibus account would be treated as a deposit entitled to FDIC insurance coverage (subject to FDIC insurance rules and limits); and (y) if the FDIC transferred M&T to another bank, the value of Client's allocable share of the omnibus account would be available to be swept back into the Account on the Business Day after the failure.
 - (C) Funds remaining in the Account at the end of the day of the failure are deposits entitled to FDIC insurance coverage (subject to FDIC insurance rules and limits).

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

- (i) On the day of failure, any sweep of funds out of the Account to pay an unpaid balance on the Note will occur in accordance with these T&C. Funds swept to the Note will be treated as reducing the outstanding balance on the Note and will not be treated as deposits by the FDIC.
- (ii) Funds remaining in the Account at the end of the day of the failure are deposits entitled to FDIC insurance coverage (subject to FDIC insurance rules and limits).

- 4) **Fee Disclosure.** In addition to the compensation that Wilmington Funds pay to M&T for its services, and in addition to the monthly sweep service fee that Client pays to M&T, Client will pay a daily service fee (the "**Daily Sweep Fee**") to M&T. If Client selects the Wilmington U.S. Treasury Money Market Fund or the Wilmington U.S. Government Money Market Fund as its Chosen Investment, the Daily Sweep Fee will equal 0.20% per annum of the funds invested for Client through this Service. At the end of each month, Client's net investment earnings from its sweep investments for that month (i.e., gross investment earnings for the month less the aggregate amount of the Daily Sweep Fee accrued for the month) will be credited to the Account.
- 5) **General.** M&T makes no recommendation concerning the advisability of purchasing shares of the Mutual Funds or making any other investments or deposits. M&T assumes no responsibility for, and is not liable for, investment performance or the ability of any investment to preserve Client's principal investment. Neither the Master Agreement nor these T&C constitutes delegation of Client's investment decisions to M&T or authorization of M&T to exercise discretionary control over Client's investment policies or implementation. M&T's functions pursuant to this Service are ministerial only. Not all Investment Options are offered to all M&T clients.
- 6) **Authorizations.** Client authorizes M&T to charge and credit the Account, make advances and payments on behalf of Client under the Note, and purchase and liquidate investments on Client's behalf in accordance with the Client Election Form and these T&C, in each case without further notice to or authorization by any person.
- 7) **Effect on Loan Documents and Other Agreements.** The terms of the Loan Documents are modified to include the terms of these T&C. However, these T&C do not modify or supersede the Loan Documents or the respective rights and obligations of Client and M&T provided in the Loan Documents or any other agreements, terms, conditions, rules, or regulations of M&T as may be applicable to the Line of Credit or the Account, including any requirements relating to minimum balances and service or other charges.

Cash Vault Service

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

Definitions

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

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

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

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

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

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

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

Terms and Conditions

- 1) **Delivery of Deposits.** Client will have its Armored Courier deliver Deposits to one or more Cash Vault Facilities. Client is solely responsible for delivery of coins, currency, and Items to and from the Cash Vault Facility by its Armored Courier. Client must provide the name of its Armored Courier and the route information to its M&T representative prior to the delivery of any Deposits by such Armored Courier.
- 2) **Deposit Preparations and Deadlines.** Client shall comply with the User Guide for Deposit preparation and deadlines.
- 3) **Verification by Bank.** Deposits are processed in accordance with procedures established by M&T or its third party processors. M&T will be deemed to have used due care if, upon opening each deposit bag delivered for Client by its Armored Courier, M&T or its third party processor uses its standard procedures to verify the amount of the Deposit. If M&T's or its third party processor's records conflict with Client's or its Armored Courier's records, M&T's or its third party processor's records control.
- 4) **Crediting Deposits.** M&T credits an Account in the verified amount of each Deposit. Deposits received from Client on a Business Day prior to the applicable Deposit Deadline are credited to the Account on that Business Day. Deposits received from Client on a Business Day after the applicable Deposit Deadline are credited to the Account on the next Business Day.
- 5) **Change Orders.**
 - (a) Payment for Change Orders. M&T may debit the Account for the amount of each Change Order on the Business Day that the order was placed (or anytime thereafter).
 - (b) Security Protocols for Change Orders. M&T will provide Client with (i) a Client identifier; (ii) a Client location identifier; and (iii) a Client location password, all of which Client must use when placing Change Orders.
- 6) **Discrepancies.** The total listed on the deposit slip for any Deposit is provisional until verified by M&T, and any Discrepancy identified in the verification process may be corrected by M&T. Client authorizes M&T to debit or credit its Account for any Discrepancy amount. Client may request to have M&T provide adjustment advices by mail, email, or, for Discrepancies of \$100.00 or more, by telephone, to the contact designated by Client, generally within one Business Day after deposit verification by M&T (or later if the Discrepancy is identified at a later time). Client may request a copy of all supporting documentation available for a Discrepancy by contacting M&T's Cash Vault Customer Service within 90 days of a Deposit.
- 7) **Foreign Currency.** M&T may, but is not obligated to: (a) accept for deposit coin and currency of any foreign nation or checks drawn on accounts in a foreign currency (“**Foreign Deposits**”); (b) make available coin and currency of a foreign nation (“**Foreign Change Orders**”); and (c) limit the Cash Vault Facilities at which it will accept Foreign Deposits or make available Foreign Change Orders. Foreign currencies are credited to or debited from the Accounts in U.S. dollars at M&T's exchange rate in effect on the Business Day of the transaction, unless Client has an Account in the same foreign currency and has prepared an appropriate deposit or withdrawal slip for the transaction. M&T's records are conclusive evidence of the value of any currency exchanged.

Check Block Service

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

Terms and Conditions

- 1) **Check Block.** For each Account with this Service, M&T will: (a) refuse to pay (or return unpaid) any check or draft presented to M&T for payment against the Account; and (b) refuse any non-electronic transfer debit request, including transfers or withdrawals originated at an M&T branch. Client waives any claim of wrongful dishonor associated with any check or draft drawn on an Account that M&T refuses to pay (or returns unpaid). Some types of debits, including ACH Debit Entries, wire transfers, and book transfers via a Website, will not be blocked under this Service.
- 2) **No Notice of Presentment or Return of Checks or other Debits.** M&T will not provide any notice (including on the Statement) of the presentment or return of any check, draft, or other debit that M&T refuses to pay (or returns unpaid).

Check Image Service

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

Definitions

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

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

“**Item**” means any Paid Item or Deposit Item.

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

Terms and Conditions

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

Check Management Service

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

Definition

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

Terms and Conditions

- 1) **Enrollment in Website.** This Service involves utilization of a Website through which a System Administrator may set up Users.
- 2) **Service Features.** Currently, the following features are available through this Service:
 - (a) **Submit Stop Payment Requests.** A User may submit a stop payment request to ask that M&T not pay a check written on an Account. The stop payment request must include all information required by M&T. M&T will review records for the previous 60 days to determine if the check has already been paid, and if so, will reject the stop payment request. If not, M&T will use reasonable efforts to not pay any check for which it receives a stop payment request (e.g., if the check has been paid before M&T has had a Reasonable Time to Act on the stop payment request). Client is solely responsible for: (i) determining whether a check was paid more than 60 days prior to the stop payment request; (ii) verifying whether M&T sent an electronic confirmation of receipt of the stop payment request; and (iii) verifying whether a stop payment was actually placed.
 - (b) **Cancel Stop Payment Requests.** A User may cancel a previously submitted stop payment request through the Website. M&T is unable to cancel a stop payment request if the check subject to such request has already been presented for payment and returned (or is in the process of being returned) before M&T has had a Reasonable Time to Act on the cancellation request. M&T will use reasonable efforts to cancel any stop payment request.
 - (c) **Submit Check Inquiry Requests.** A User may submit a check inquiry request concerning the payment status of a check that may have been paid within the immediately preceding 60 days.

Commercial eStatements/Online Statement Service

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

Definition

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

Terms and Conditions

- 1) **Set-Up of Service and Authorization.** This Service is available through a Website. Client's System Administrator may add or remove other Users and Accounts. The System Administrator may choose to add Users for an Account even though that User may not be an authorized signer on that Account. Client authorizes each User to have full access to view, save, and print all Statements and Notices for the Accounts. M&T is not obligated to monitor access to the Accounts via this Service.
- 2) **Security Protocols.** The Security Protocols for this Service require Users to input access codes (e.g., user IDs and passcodes) that may be changed through the Website.
- 3) **Service Options.**
 - (a) **Elections.** Client can elect to receive Statements in: (i) an electronic only format that Client can view, save to Client's electronic device, or print; (ii) a paper only format; or (iii) both an electronic and paper format. For the Commercial eStatements Service, any User can make such elections through the Website, and that User's elections apply for all purposes with respect to that Account. For the Online Statement Service, only a System Administrator can make such elections through the Website. M&T is not obligated to notify Client of elections made.
 - (b) **Electronic-Only Statements Option.** If Client elects to receive Statements for an Account solely in an electronic format, M&T may discontinue delivery of paper Statements (e.g., if Client receives paper Statements with front and back images of checks, M&T may continue to send paper Statements). Additionally, for as long as M&T is required by Law to keep a copy of any Statement, Client may request a paper copy of the Statement. Client must pay any charges for the paper copy. Client's request for the paper copy does not constitute a request to discontinue receipt of electronic Statements.
 - (c) **Email Notice.**
 - (i) Whenever a Statement is available to Client on the Website, M&T will notify Client at the most recent email address Client has provided for use with this Service (the “**Email Notice**”). If there are multiple Users, each User may receive his/her own Email Notice, and an Email Notice may cover numerous Accounts. Each electronic Statement will be available to Client through the Website for seven years so long as the Account remains open and Client continues receiving this Service.
 - (ii) The Email Notice is generally the only notice M&T will send to Client about the availability of Statements on the Website, unless Law requires otherwise. The Email Notice constitutes delivery of the Statement to Client, whether or not Client or any of its Users view or print the Statement and whether or not the Users receiving the Email Notice are authorized signers on the Account.
 - (iii) Client should not respond to any Email Notice by email, and M&T is not obligated to act on any such email response.
 - (iv) If the Email Notice is returned as undeliverable, M&T will send Client a written letter advising that a new Statement is available and that M&T is unable to successfully deliver the Email Notice. M&T may immediately terminate this Service if an Email Notice is returned as undeliverable three consecutive times.
 - (d) **Termination of Electronic Delivery.** Client can elect to terminate this Service for one or more Accounts. Notwithstanding the Master Agreement, any termination of this Service by Client is not effective until M&T has had a Reasonable Time to Act on Client's Notice of termination, which may take as long as 60 days. M&T's provision of electronic Statements following Notice of termination shall satisfy any obligation of M&T to deliver Statements until termination of this Service. The closing of any Account automatically terminates this Service for that Account.
- 4) **Electronic Disclosure and Consent.** Client consents to M&T providing it with all Notices about this Service and the Accounts enrolled therein in an electronic format. At Client's request, M&T agrees to provide Client with a paper copy of such Notices. If Client withdraws this consent, M&T will immediately terminate this Service.

Controlled Disbursement Service

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

Definition

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

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

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

Terms and Conditions

1) Reports.

- (a) **Daily Reports.** M&T will use reasonable efforts to make available to Client reports of the dollar amount that the Federal Reserve Bank of New York, the payment associations of which M&T is a member, and other banks have reported as the total amount of Items to be presented for payment against the Account on that Business Day as of their first presentment and second presentment. The report relating to the first presentment will be available by approximately 9:00 a.m. ET and the report relating to the second presentment will be available by approximately 10:00 a.m. ET. The daily reports will not include Items presented for payment over-the-counter or during the Business Day, such as same-day- settlement Items. If presented, such Items may be paid from the Account, possibly resulting in an overdraft. In these situations, M&T will not assess overdraft/insufficient funds charges (or interest in connection with the overdrafts) if there are sufficient available funds in the Account or a Concentration Account (as defined in Section 3(a) of these T&C) to pay such overdrafts at the end of the next Business Day when the Items to which the overdrafts relate post to the Account. M&T may charge Client a Service Fee for deferred posting of same-day-settlement Items. Reports provided through this Service may reflect Items that do not actually post to the Account on the Business Day that the report is made available (e.g., checks with damaged MICR lines that require special handling), and M&T has no liability for Losses that Client may incur from the inclusion of those Items in the reports.
- (b) **Detail Reports.** If Client elects detail balance reporting, by approximately 10:00 a.m. ET each Business Day, M&T will also make available to Client a detail report (a “**Detail Report**”) specifying: (i) the dollar amount, transaction code, and check number (where applicable) of each Item presented for payment against the Account on that Business Day; and (ii) each Item presented over-the-counter or other same-day-settlement Items from the prior Business Day.
- (c) **Availability of Reports.** M&T will make all reports for this Service available to Client by the means indicated on a Client Election Form. M&T shall use reasonable efforts to make available the information within the time frames identified in these T&C.

2) Stop Payment Requests. Client may submit a stop payment request to ask that M&T not pay an Item included in a Detail Report. The stop payment request must include all information required by M&T. M&T will review records for the previous 60 days to determine if the Item has already been paid, and if so, will reject the stop payment request. If not, M&T will use reasonable efforts to not pay any Item for which it receives a stop payment request (e.g., if the Item has been paid before M&T has had a Reasonable Time to Act on the stop payment request). Certain Items on Detail Reports may have already been paid and cannot be stopped. Client is solely responsible for: (a) determining whether an Item was paid more than 60 days prior to the stop payment request; (b) verifying whether M&T sent an electronic confirmation of receipt of the stop payment request; and (c) verifying whether a stop payment was actually placed.

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

- (a) **Zero Balance.** Client may designate the Account as a zero balance account linked to such other of Client's deposit account(s) with M&T designated by Client as concentration accounts (“**Concentration Accounts**”). Funds will be transferred between the Account and Concentration Accounts as provided in the Zero Balance Account Service T&C.
- (b) **Insufficient Available Balances.** If (i) the available balance in the Account or (ii) where applicable, the aggregate available balances in the Account and the Concentration Accounts are insufficient to pay the Presentment Amount on any Business Day, M&T may, but is not obligated to: (A) withdraw funds from any other account maintained by Client with M&T up to the shortfall amount and transfer such funds to the Account; (B) return Items for which there are not sufficient available funds to pay in full; or (C) extend credit to pay all or any part of the shortfall, which credit constitutes an overdraft.

4) Other Client Representations. In addition to the representations in the Master Agreement, Client represents that: (i) it will not use this Service to delay payment of its obligations; and (ii) for so long as it uses this Service, it will maintain an available balance in the Account and any Concentration Account (s) or other funding account(s) linked to the Account, which available balance is sufficient to cover all Items and other debits payable from the Account at the times such Items and debits post to the Account.

EDI Reporting Service

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

Definitions

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

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

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

Terms and Conditions

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

Electronic Account Analysis Service

The Electronic Account Analysis Service allows Client to receive monthly Account analysis fee and balance information in EDI 822 or other M&T provided

format (“**Format**”), which Client can utilize for its own analysis of its Accounts.

Terms and Conditions

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

Funds Transfer (Wire) Service

The Funds Transfer (Wire) Service allows Client to initiate funds transfers (wires) from its Account.

Definitions

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

“**Consolidated Payables File**” means a file submitted via Direct Transmission that may include ACH, wire, automated check payments, Positive Pay/Payee Positive Pay, and commercial card transactions.

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

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

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

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

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

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

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

“**Foreign Funds Transfer**” means a Funds Transfer associated with a Foreign Payment Order.

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

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

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

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

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

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

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

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

“**USD**” means U.S. Dollar.

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

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

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

Terms and Conditions

- 1) **Requesting Funds Transfers.** Payment Orders and Standing (Recurring) Payment Orders can be delivered as set forth in this Section. However, Foreign Currency Payment Orders can only be delivered as set forth in Section 12(a) of these T&C.
 - (a) **Payment Orders.** Client may issue Payment Orders (other than Standing (Recurring) Payment Orders) by providing all relevant information about the Funds Transfer to M&T using any of the methods set forth in Section 2 of these T&C. Client may also establish Repetitive Payment Orders by: (i) delivering to M&T a completed Set-Up Form (if Client delivers Payment Orders using the “Telephone to Wire Room” method); (ii) a System Administrator establishing a wire template on a Website (if Client delivers Payment Orders using such Website); or (iii) delivering to FX Operations a completed Set-Up Form via email for use in connection with future FX Transactions. Templates cannot be used for Payment Orders delivered using Direct Transmission.
 - (b) **Standing (Recurring) Payment Orders.** Client may issue a Standing (Recurring) Payment Order in the denominated currency of the Account by providing all relevant information about the Funds Transfers to M&T by any of the methods chosen by Client in this Section, and by using any such method, Client agrees to use and comply with the associated Payment Order Security Procedures.
 - (i) **In-Person:** A Standing (Recurring) Payment Order may be delivered in-person at any M&T approved location. M&T will review: (A) the name of the person purporting to sign such Standing (Recurring) Payment Order to verify that, according to M&T’s records, such person’s name is the same as the name of an Authorized Representative; and (B) the name and signature on the person’s government issued identification to verify that they appear to be the same as the name and signature on such Standing (Recurring) Payment Order.
 - (ii) **Email or Fax:** A Standing (Recurring) Payment Order may be delivered to M&T by email or fax at M&T’s designated email address or fax number. Client is responsible for ensuring that any such email or fax is sent to M&T in a secure manner. M&T will review: (A) the name and signature of the person purporting to sign such Standing (Recurring) Payment Order to verify that, according to M&T’s records, such person’s name and signature appear to be the same as the name and signature of an Authorized Representative; and (B) if sent by email, the email address to verify that, according to M&T’s records, it is the same as an email address for an Authorized Representative. M&T will then call any Authorized Representative (including the same person who sent the form) at his/her phone number in M&T’s records to confirm the Standing (Recurring)

Payment Order.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (i) Out-of-band authentication processes in connection with Client's use of a Website to deliver Payment Orders;
- (ii) Daily Website transfer limits for users and daily limits for each Funds Transfer initiated through a Website. If Client selects such a limit, it must regularly review any such limit to ensure it reflects Client's needs, risks, and circumstances; and
- (iii) Email alerts for Payment Orders.

M&T RECOMMENDS THAT CLIENT SET UP AND IMPLEMENT THE ABOVE-MENTIONED ADDITIONAL SECURITY LIMITS, CONTROLS, AND OPTIONS, AS WELL AS ANY OTHER OPTIONS THAT M&T MAY NOTIFY CLIENT ABOUT. CLIENT UNDERSTANDS THAT ITS failure to DO SO increases Client's exposure to, and responsibility for, unauthorized OR FRAUDULENT transactions.

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

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

- 5) **Payment Networks, Correspondents, and Funds Transfer System Rules.** M&T may execute a Funds Transfer using any Correspondent, including any payment network, or route M&T determines, including S.W.I.F.T., CHIPS, and Fedwire. Each Payment Order must specify a recipient institution that can receive Funds Transfers through the Federal Reserve System or CHIPS (or a correspondent of such recipient institution). M&T's ability to execute a Funds Transfer is subject to the funds transfer system rules and capabilities of each Correspondent. Notice of receipt by the recipient of the Funds Transfer, if received by M&T from any Correspondent, is conclusive proof of payment to the recipient. If M&T informs Client of any 'value date' or estimated date that the Funds Transfer may arrive at the recipient bank, such information is only an estimate and not a guarantee that the Funds Transfer will be deposited in the recipient's account by that date.
- 6) **Funds Availability.** M&T has no duty to execute a Payment Order if the Account lacks sufficient available funds or to check the Account to determine if there are sufficient available funds. Credit for incoming Funds Transfers is provisional and may not be available to cover outgoing Funds Transfers on the same Business Day. Overdraft/insufficient funds charges apply for each attempted transaction against insufficient available funds, whether or not M&T executes the Payment Order.
- 7) **Requests to Cancel or Amend Payment Order.** If Client requests cancellation or amendment of a Payment Order, M&T may, but is not obligated to, assist Client (at Client's cost) to attempt to cancel or amend the Payment Order and associated Funds Transfer, but this may not be possible and may require the consent of third parties.
- 8) **Return of Funds Transfer.** If the Funds Transfer amount (or any part thereof) has been returned to M&T, M&T will refund the returned amount less M&T's fees and expenses and any fees, expenses, and taxes imposed by any Correspondent or Governmental Authority. When any refunded funds are in a foreign currency, M&T will: (a) remit USD at M&T's buying rate for such currency after the date of refund of the funds to M&T; or (b) hold such foreign currency for the account and sole risk of Client.
- 9) **Accounting Corrections.** M&T may reverse any erroneous credit or debit to an Account and any provisional credit or debit that M&T cannot confirm as final.
- 10) **Incoming Funds Transfers (Drawdowns).** If Client initiates, through an M&T approved system or channel, a drawdown Payment Order for the credit of funds to an Account ("Drawdown"), Client directs M&T to send a wire transfer Instruction to a financial institution (or to M&T with respect to another client's account) through Fedwire to effect a wire transfer from another person's (or another client's) account at the financial institution (or M&T) to an Account. Each time Client initiates a Drawdown, Client represents and warrants to M&T that such other person has duly authorized Client in writing to debit such person's account for the related wire transfer amount and to credit those funds to an Account. Client shall promptly provide M&T written evidence of such authorization upon request. If the authorization has been terminated, Client may no longer initiate a Drawdown to such person's account. Incoming Drawdown funds will be credited to the Account on the Business Day M&T receives settlement of such funds.
- 11) **Foreign Funds Transfers.**
- (a) Unless Client requests otherwise, any Foreign Funds Transfer will be sent in the denominated currency of the Account. A Foreign Funds Transfer may be converted into a currency other than the denominated currency of the Account by a Correspondent, regardless of Client's Instructions. If

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

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

12) Foreign Currency Funds Transfers.

- (a) Requests. Foreign Currency Funds Transfers can be requested as provided in Sections 2(a), (b), or (f) of these T&C; provided, however, if the transmission methods set forth in Sections 2(a) or (b) are used, the FX Transaction request must be concurrently submitted with delivery of the Foreign Currency Payment Order. M&T may delay delivery of or reverse any FX Transaction if delivery of the Foreign Currency Payment Order is late or not received within a reasonable period of time (as determined by M&T).
- (b) Exchange Rate. M&T will debit the Account for the requested Foreign Currency Payment Order in the denominated currency of the Account after an exchange rate is applied to convert it into the requested currency. Information regarding the applicable exchange rate can be obtained by contacting M&T or may be provided to Client at the time it delivers the FX Transaction request or, in the case of a future-dated FX Transaction request submitted through the Website, the applicable exchange rate will be determined and provided to Client one or two Business Days before the Value Date, depending on the currency. The exchange rate applied to a Foreign Currency Funds Transfer is based on the interbank exchange rate for large transaction sizes (typically \$5 million and higher) between banks with similar credit ratings, and includes an amount retained by M&T (or its Correspondent) within that rate for exchanging the currency.
- (c) Debiting of Account.
 - (i) Subject to industry standard settlement convention, the amount of a validly delivered Foreign Currency Payment Order will be debited from an Account on: (x) for a Spot FX Transaction, the Business Day Client requests the Spot FX Transaction; and (y) for a Forward FX Transaction, one or two Business Days before the Value Date, depending on the currency; provided, that:
 - (A) if there is a Risk Limit, the Foreign Currency Payment Order amount will be debited from an Account on the Value Date; and
 - (B) if the Foreign Currency Payment Order is related to a Cross-Currency FX Transaction, Section 12(c)(ii) of these T&C applies.
 - (ii) Cross-Currency FX Transactions. For a Cross-Currency FX Transaction, the related Foreign Currency Payment Order amount is not debited from an Account in processing the associated Funds Transfer. Instead, Client transfers to a designated M&T account the amount of foreign currency Client is selling, and M&T transfers from an M&T account the Foreign Currency Payment Order amount for Client's purchase of foreign currency. Further, subject to industry standard settlement convention:
 - (A) If there is a Risk Limit, the full amount of the foreign currency sale amount must be received by M&T on or prior to the Value Date; and
 - (B) If there is not a Risk Limit, the full amount of the foreign currency sale amount must be received by M&T one or two FX Settlement Days before the Value Date, depending on the currency.
 - (iii) UCC-4A. Notwithstanding that the Foreign Currency Payment Order amount may be debited from an Account and then credited to an internal M&T account prior to M&T executing the associated Funds Transfer (and, with respect to Cross-Currency FX Transactions, the Foreign Currency Payment Order amount is not debited from any Account, but is transferred from/to M&T accounts as described in Section 12(c)(ii) of these T&C), the parties agree that: (A) UCC-4A applies to the Foreign Currency Payment Order (and associated Foreign Currency Funds Transfer); and (B) such transaction is not to be considered an ACH entry, and M&T's ACH Origination Service T&C and the ACH Rules do not apply.
- (d) Risk Limit. M&T may periodically establish a risk limit ("Risk Limit") for settlement risk exposure regarding the aggregate USD-equivalent amount of outstanding Foreign Currency Payment Orders relating to FX Transactions that M&T has processed for Client but that have not yet settled. M&T may reject or delay Foreign Currency Payment Orders that would cause the amount of these Foreign Currency Payment Orders to exceed the Risk Limit. M&T has no obligation to advise Client of the Risk Limit then applicable to the Account but will do so upon request.

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

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

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

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

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

Definitions

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

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

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

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

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

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

“Mobile Device” is defined in Section 7 of these T&C.

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

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

“Scanner” is defined in Section 7 of these T&C.

“Substitute Check” is defined in Regulation CC.

Terms and Conditions

1) Deposits.

- (a) Client shall scan Items that it seeks to deposit into an Account using a Scanner (or a Mobile Device for the RCD Service), and electronically transmit the related Images and Data to M&T for deposit through a Website for the RCD Service or through a File Transfer Protocol for the IDCL Service. For the IDCL Service, the transmitted Images and Data must be encrypted.
- (b) In addition to the Deposit, Client must provide the total dollar amount of Items included in the Deposit (the **“Deposit Amount”**). After scanning all of the Items in a Deposit, Client will reconcile the aggregate amount of such Items to the Deposit Amount. If Data from any Item cannot be read or is misread, Client shall correctly key such Data into the M&T specified file format prior to transmission to M&T. For the RCD Service, the Images and Data related to an Item will not be transmitted to M&T for processing if there are errors in the Images and Data, as indicated by the RCD system or the app.
- (c) Each Item must be eligible for deposit as if it was being presented in person for deposit at an M&T branch. Only USD Items may be submitted to M&T through these Services. M&T may reject any Deposit, and shall provide notice of any rejection to Client not more than one Business Day following transmission of such Deposit.
- (d) For the IDCL Service, Client must transmit Deposits using a File Transfer Protocol with the Data for each Item in a X9.37 or other M&T designated file format. If Client does not include the correct Data in the correct fields within the required file format for any Item within a Deposit: (i) such Deposit may be rejected in its entirety; or (ii) such Item may be rejected and returned unpaid or erroneously posted.
- (e) M&T may establish a cut-off time (**“Cut-off Time”**) for the acceptance of Deposits, which may be different than cut-off times for conventional deposits. M&T will use reasonable efforts to credit to the related Account any Deposits received by M&T prior to the Cut-off Time on the Business Day of receipt. Deposits received by M&T after the Cut-off Time will be credited to the related Account on the Business Day following the Business Day of receipt. M&T shall give Client notice of receipt of each Deposit using the same method used to transmit the Deposit to M&T. Any such notice indicates that M&T has received such Deposit, but such Deposit is still subject to review and processing prior to acceptance.
- (f) Client shall not deposit any Item that has been previously deposited and agrees not to subsequently deposit any Item deposited through these Services.

2) Items.

- (a) Preparation of Items. Each Image of each Item transmitted by Client must be legible. Client is solely responsible for any Loss associated with any illegible Image, and M&T has no obligation to review any Image to determine if it is legible. If Client is not a Bank, Client must endorse each Item prior to scanning, with the words: “For deposit only to account XXXXXXX, Name of Client,” where “XXXXXXX” is the account number of the Account into which such Item is to be deposited, and “Name of Client” is the legal name of Client. If Client is a Bank, Client must (i) include with the Data a record indicating that Client was the Bank of first deposit of the Item; and (ii) endorse each Item in accordance with endorsement standards in Appendix D of Regulation CC.
- (b) Originals and Copies. Upon M&T’s request, Client shall promptly provide to M&T the original or a legible copy of the front and back of any Item (a **“Copy”**). If Client fails to produce an original or Copy of any Item, Client may be liable for claims of Losses against M&T by any subsequent recipient of a Substitute Check created from any Item if such Loss is related to the receipt of a Substitute Check instead of the original. Client must securely store, safeguard, and ensure the chain of custody of the original Items and Copies to prevent duplicate deposit of Items or employee fraud. Client shall destroy the original paper Item as soon as is reasonable in accordance with its retention policies. This Section survives any termination of this Service or the Master Agreement.
- (c) M&T’s Authorization to Endorse Items (For the RCD Service Only). M&T may add the image of an endorsement, an electronic endorsement, or a “virtual endorsement” to the Image of any Item, and such endorsement is legally enforceable against Client even though the endorsement did not appear and was not placed on the original Item. A Client that is not a Bank may request that the following “virtual endorsement” be added to the Image of Items after scanning of such Items under these T&C: “Pay to the order of M&T Bank for deposit only to account XXXXXXX, Name of Client,” where “XXXXXXX” is the account number of the Account in which such Item is to be deposited, and “Name of Client” is the legal name of Client. M&T has no liability for any Losses that directly or indirectly arise out of any image of an endorsement, electronic endorsement, or “virtual endorsement” added to the Image of any Item.

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

4) Remotely Created Checks.

- (a) With M&T’s approval and if not prohibited by Law, Client may deposit RCCs using either Service. For each RCC included in a Deposit, Client represents to M&T that: (i) it has obtained proper authorization to create such RCC and debit the account indicated for the amount of the RCC; (ii) the RCC has been created solely for the purpose of collecting receivables due from Client’s Customers as compensation for services rendered or goods purchased; and (iii) the Image and Data of such RCC was captured from a paper RCC.
- (b) Client shall comply with any M&T required procedures to monitor: (i) Client’s compliance with the Federal Trade Commission’s Telemarketing Sales Rule (16 CFR Section 310) (the **“Telemarketing Rule”**), Regulation CC, and all other Laws pertaining to RCCs; and (ii) fraudulent activity. Upon request, Client shall provide to M&T all information and documentation regarding any RCCs. If Client is a seller or telemarketer (as defined in the Telemarketing Rule), Client will not use, attempt to use, or cause to be used either of these Services to deposit RCCs.

- (c) Client shall pay the amount of any Substitute Checks or electronic return items created from Data and Images from RCCs previously deposited under either Service and returned to M&T. As between Client and M&T, Client waives any defense or claim it may have related to non-payment and the return of Substitute Checks or electronic return items created from Data and Images from RCCs previously deposited under either Service. Client shall not redeposit: (i) RCCs that have been previously returned to Client unpaid; or (ii) Substitute Checks or electronic return items created from Data and Images from RCCs it has previously deposited.
- 5) **Representations and Warranties.** For each Item that is part of a Deposit, Client represents to M&T that: (a) Client is entitled to enforce the Item; (b) all signatures required for transfer of the Item (including the endorsement of any third party payee) are on such Item and all such signatures are authentic and authorized; (c) such Item has not been altered; (d) such Item is not subject to a defense or claim of recoupment of any party; (e) Client has no knowledge of any insolvency proceeding with respect to the maker of such Item; (f) the Data accurately represents the routing transit number, the account number, the check number, and the amount of such Item; (g) the Image accurately represents the image of the front and back of such Item when scanned; (h) the Image of such Item is legible; (i) such Item has not been previously deposited; (j) such Item or an image of such Item will not be subsequently deposited unless it is returned unpaid for insufficient or uncollected funds; (k) the Item is not an RCC unless allowed to be part of a Deposit under Section 4(a) of these T&C and is not otherwise prohibited under Section 4(b) of these T&C; and (l) Client has no knowledge that such Item is subject to a stop payment order. Without limiting the foregoing, Client is deemed to make any representation and warranty that would have applied had Client deposited the original paper Item. In addition, Client is deemed to make to M&T any representation or warranty that M&T makes under Law to any person when M&T creates, transfers, or presents the Image or Substitute Check or electronic return item created from Data and an Image.
- 6) **Processing Deposits.** M&T will process each accepted Deposit by provisionally crediting the related Account (subject to applicable availability schedules) for the amount of such Deposit (subject to M&T's verification) and by: (a) printing or causing to be printed Substitute Checks; or (b) transmitting the Data and Image for each Item in such Deposit to a Federal Reserve Bank, correspondent Bank, clearinghouse, or directly to the bank on which such Item was drawn.
- 7) **Scanners & Mobile Devices.**
- (a) Scanners & Mobile Devices. **"Scanner"** means a scanner that produces Images acceptable for processing by M&T, and **"Mobile Device"** means a mobile device that produces Images acceptable for processing by M&T. Each Scanner and each Mobile Device is part of the Client Systems. For the IDCL Service, Client must purchase or lease a Scanner. For the RCD Service, Client must purchase or lease a Scanner, unless M&T agrees to purchase a Scanner to be used by Client for such Service or Client will use its Mobile Device instead of a Scanner. If M&T purchases a Scanner for Client, M&T shall incur the purchase cost, provided that (i) if Client is a government entity, it will reimburse M&T for the cost of the Scanner, or (ii) if the RCD Service is terminated (other than by M&T without cause), M&T may require Client to return the Scanner or reimburse M&T for its cost. Client is solely responsible for any income or other taxes or duties assessed on Client arising out of M&T purchasing a Scanner. Client retains sole risk of liability, damage, or loss for each Scanner and each Mobile Device. M&T is not responsible for any failure of a Scanner or Mobile Device to function as intended.
- (b) Maintenance; Operation. M&T has no obligation to Client for the operation, maintenance, upkeep, fitness, or usefulness for the purpose intended of the Scanners or Mobile Devices. Client is solely responsible for installing and connecting each Scanner to one or more personal computers which will be used to upload and transfer captured Images and Data to M&T. Client is solely responsible for installing and maintaining the app on its Mobile Device which will be used to capture and transmit Images and Data to M&T.
- 8) **Liability.** M&T is not liable for any Loss arising out of: (a) any unauthorized use of the Scanner or any Mobile Device; (b) any duplicate, fraudulent, or unauthorized check, Image, MICR data, or Substitute Check; or (c) M&T's acceptance or creation of an Image, MICR data, or Substitute Check instead of presentment of the original paper Item. Client shall defend, hold harmless, and indemnify M&T and its Affiliates (and their representatives), any direct or subsequent recipient of a Substitute Check made from any Data or Image of any Item deposited in any Account, for any Losses that directly or indirectly arise out of the receipt of a Substitute Check instead of the original Item.

Information Reporting Service

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

Terms and Conditions

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

Invoice and Pay Service

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

Definitions

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

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

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

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

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

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

“**Payer**” means Client’s customer.

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

Terms and Conditions

1) Set-Up of Client-Branded Site.

- (a) **Configuration.** The Client-Branded Site is accessible by Client through an M&T Website. M&T will configure and implement the Client-Branded Site based on the service level, Invoice and payment options, configuration settings, and content selected and provided by Client. Client is solely responsible for (i) reviewing and approving the configuration of the Client-Branded Site; (ii) testing the functionality of the Client-Branded Site, including by uploading an Invoice File, reviewing the presentation of Invoices, and submitting test payments; and (iii) informing M&T of any changes that are needed.
- (b) **License.** Client grants to M&T the right and license to use Client’s name, trademarks, service marks, copyrighted materials, logos, and other intellectual property or information in connection with the Client-Branded Site and as necessary to provide this Service to Client in accordance with the Agreement.
- (c) **Client Terms and Conditions & Payer Authorization.** Client is solely responsible for preparing and presenting to Payers through the Client-Branded Site appropriate terms and conditions governing the relationship between Client and its Payers as required by, and in accordance with, all applicable Laws. Such terms and conditions shall, to the extent permitted by Law, limit Client’s liability and, in turn, M&T’s liability to Payers. M&T has the right, but not the obligation, to review the terms and conditions and to require that certain provisions be included therein or removed therefrom by Client. Client is also solely responsible for ensuring that all disclosures required by Law are provided to its Payers and that all payment authorizations required by Law to be obtained from Payers are obtained through the Client-Branded Site and comply with all applicable Laws.

2) Invoice Presentation.

- (a) If selected by Client, Client may distribute Invoices to its Payers through the Client-Branded Site. To use this feature, Client must send to M&T (in an M&T-approved format) via Direct Transmission, Website, or other M&T-approved method, an Invoice File. M&T will upload the Invoice File to the Client-Branded Site, and the Invoices contained in such file will thereby be made available to the Payers identified in the file for review and submission of payment. Client may elect for its Payers to have the option to receive alerts when an Invoice is available for the Payers’ review.
- (b) Client represents and warrants that it will not include untruncated credit card numbers, bank account numbers, social security numbers, or Personal Health Information (as defined in the Health Insurance Portability and Accountability Act) in any Invoice distributed via this Service.

3) Authentication & Payment Submission and Processing.

- (a) **Authentication and Access.** Client will be required to select two data elements (e.g., Invoice number, zip code) contained in the Invoice File that must be entered by Payers in order to access the Client-Branded Site and make a payment to Client. The combination of the two data elements must be unique to the Payer. Client represents that it has elected to use the Security Protocols set forth in this Section and agrees that such Security Protocols are a commercially reasonable method of verifying the identity of Payers and providing security against unauthorized payments.
- (b) **Payment Options.** Client can elect to collect payments from its Payers through the Client-Branded Site via ACH Debit Entries, credit cards, debit cards, or other M&T-approved payment method. Client will be considered the originator of payments initiated by its Payers, and Client authorizes M&T to serve as ODFI with respect to ACH Debit Entries originated by Client.
 - (i) **ACH Debit Entries.** If elected by Client, Payers may initiate payments, on Invoices or otherwise, to Client via ACH through the Client-Branded Site. Payers will be required to enter certain information concerning their bank accounts (e.g., account type, routing number, account number) and payment amount in order to initiate payments via this method. Prior to submitting such information, Payers will be prompted to authorize the payment and print a confirmation for their records. Payers will also receive an email confirmation of the payment. Client must have the ACH Origination Service in order to elect to offer its Payers the ability to make payments via ACH, and this payment method is governed by the ACH Origination Service T&C, and such T&C are incorporated herein, to the extent such T&C apply to Client’s origination of ACH Debit Entries.
 - (ii) **Credit Cards/Debit Cards.** If elected by Client, Payers may submit payments, on Invoices or otherwise, to Client via credit card or debit card through the Client-Branded Site. Payers will be required to enter certain information concerning their credit card or debit card (e.g., card number, zip code) and payment amount in order to initiate payments via this method. Prior to submitting such information, Payers will be prompted to authorize the payment and print a confirmation for their records. Payers will also receive an email confirmation of the payment. All submitted card payments will be processed using Client’s M&T merchant number. This payment method is governed by the Merchant Services Terms and Conditions and any other merchant-related schedules, addenda, riders, or other documents (collectively, the “Merchant Agreement”), and the Merchant Agreement is incorporated herein, to the extent such Merchant Agreement applies to Client’s acceptance of credit card or debit card payments. For purposes of providing this Service, Client acknowledges and agrees that information and data, including confidential information, related to credit card and debit card payments may be shared with M&T’s vendor for this Service through another M&T vendor or provider, such as a Processor (as such term is defined in the Merchant Services Terms and Conditions). M&T is not responsible for the detection of errors made by Payer or Client and may rely on the information submitted or communicated by Payer or Client.
- (c) **Payment Processing.** Payment information submitted by Payers through the Client-Branded Site will be collected, formatted, and delivered to M&T by Client’s agent (and M&T’s vendor) via Direct Transmission. M&T will use reasonable efforts to process the payment information that is submitted by Payers prior to the cut-off time established by M&T on a Business Day (“Cut-Off Time”) and credit the corresponding payments to Client’s designated Account on the next Business Day. Payment information submitted by Payers after the Cut-Off Time will be processed and the

corresponding payments credited to Client's designated Account on the second Business Day following receipt of such information. M&T is not obligated to process any payment transaction if the Payer's account lacks sufficient available funds, or the card transaction is declined, or to check such account to determine if there are sufficient available funds. Client acknowledges that all payments are subject to adjustment, return, reversal, or chargeback in accordance with the Laws governing the applicable payment methods and agrees to be liable to M&T for any such adjustment, return, reversal, or chargeback.

- (d) **Payment Data.** At the end of each Business Day, M&T will deliver to Client, via Direct Transmission, Website, or other method, a file containing details of the payments initiated that day by Client's Payers. The file can be used by Client to help post payments to its enterprise resource planning (ERP) or accounting system.
- 4) **Recurring and Future-Dated Payments.** Client can elect to offer Payers the option of making fixed or variable recurring payments, and Payers may have the ability to initiate a payment on a recurring basis (e.g., weekly, monthly, quarterly). Payers must create a profile on the Client-Branded Site in order to initiate variable recurring payments. Payers also have the option of submitting a payment through the Client-Branded Site with a future date so that processing of such payment will take place on such future date.
- 5) **Additional Payer Capabilities.** Client can elect to offer Payers the ability to create a profile on the Client-Branded Site accessible with a user name and password created by the Payers. Once a Payer has created a profile, Payer must access the Client-Branded Site using its user name and password instead of two data elements contained in the Invoice. By creating a profile, Payers are able to do such things as store and manage their payment information, establish and manage recurring payments and email alerts, view payment history, and link accounts (if Payer has multiple accounts with Client).
- 6) **Integration with Client's Website.**
- (a) Client can choose to authenticate Payers on its own corporate website and then direct such Payers to the Client-Branded Site through a secure link maintained by Client without further authentication. If Client requests such integration with its website and M&T and its vendor approve the request, Client will work with M&T's vendor to establish such integration and must meet all security and technology standards and requirements of the vendor, and provide all requested information to the vendor, in connection with the integration. Client agrees to use security and technology that is considered standard in the industry to ensure the security of Client's website and the Client-Branded Site and to prevent data theft and unauthorized access. Client is solely responsible for ensuring the security of its website and, in turn, the Client-Branded Site and agrees to release, indemnify, defend (if M&T chooses to have Client defend), and hold harmless M&T and its Affiliates (and their representatives) from and against all Losses that directly or indirectly arise out of a Third Party Claim or Direct Claim related to the integration of the Client-Branded Site with Client's website. Client is also solely responsible for ensuring that the link to the Client-Branded Site takes Payers to the appropriate area within such site.
- (b) Client is responsible for verifying the identity of each Payer prior to the time Payer is linked to the Client-Branded Site. Client agrees that Payers will not be granted access to the secure link for the Client-Branded Site until Client has verified the identity of each Payer using commercially reasonable security procedures and fraud detection systems.
- 7) **System Administrator and Users & Additional Client Capabilities.** Client's System Administrator may add or remove other Users permitted to access information and perform different functions within the Client-Branded Site. If made available to Client within the Client-Branded Site, Client can access various reports (e.g., reports showing payments submitted, Invoice status, etc.), initiate payments on behalf of Payers via an M&T-approved method, initiate refunds, create and manage Payer profiles and payment methods, and generate Invoices. M&T is not responsible for confirming or validating Client's authority to initiate payments on behalf of its Payers.
- 8) **Convenience Fee.** Client may not collect a convenience fee from Payers, unless otherwise agreed to by Client and M&T.
- 9) **Transaction Controls.** Client agrees to notify M&T of any actual or anticipated material change in daily dollar activity or type of acceptable payment transactions and to obtain M&T's consent to such change. M&T may establish risk limits for payment transactions in accordance with the ACH Origination Service T&C and the Merchant Terms and Conditions.

Loan Service

The Loan Service makes certain Loan and Line of Credit transaction and related information available to Client through a Website and allows Client to send to M&T, through the Website, electronic service requests relating to Loans and Lines of Credit. In addition, Client can use this Service to: (a) make payments on Loans and Lines of Credit from any Accounts; and (b) drawdown an advance of funds on any Designated Line of Credit, and transfer those funds to any Designated Accounts.

Definitions

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

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

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

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

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

Terms and Conditions

- 1) **Loan and Line of Credit Information.** Client shall designate the details of each Loan and Line of Credit to which Client wishes to have access through this Service. Any request for a Loan or Line of Credit to be accessible through this Service is subject to M&T's approval. M&T may reduce or eliminate Client's access to any Loan or Line of Credit through this Service. Certain types of Loans and Lines of Credit may not be eligible for this Service, including:
- (a) Participation Loans Bought;
 - (b) Sold Portion of Participation Loans;
 - (c) Letters of Credit;
 - (d) Foreign Exchange Loans;
 - (e) Canadian Currency Loans;
 - (f) Commercial Leases; or
 - (g) Floor Plan Loans.
- 2) **Access to Information and Reports.**

- (a) If Client elects the “Loan Balance and Transaction Information” option, Client can access transaction and other information for each Loan or Line of Credit. Information will be reported on a current-day basis and is subject to adjustment upon final posting of transactions.
- (b) Client also may be able to generate M&T-offered reports through the Website for any elected Loans or Lines of Credit.
- 3) **Authorization to M&T.** Client authorizes M&T to store, process, transmit, and make available through the Website all information generally accessible through this Service, including information relating to any Loan or Line of Credit.
- 4) **Service Requests.** If Client elects the “Service Requests” option, Client can send to M&T, through the Website, certain electronic service requests for each Loan or Line of Credit, which may include:
 - (a) Loan Payoff Quote;
 - (b) Line of Credit Advance;
 - (c) LIBOR Interest Period Selection;
 - (d) Loan Payment Reversal; or
 - (e) Setup Auto Payment Deduction.
- 5) **Payments on Loans and Lines of Credit.**
 - (a) If Client elects the “Payments” option, Client can make Book Transfers from any of Client's Designated Accounts to each Loan or Line of Credit in order to make:
 - (i) Invoice Payments; or
 - (ii) Additional Principal and Interest Payments.
- 6) **Drawdowns on Designated Lines of Credit.** If Client elects the “Line of Credit - Advance/Drawdown” option, Client can use this Service to take an advance of funds on any Designated Line of Credit (in accordance with the terms of such Designated Line of Credit) and transfer such funds to any of Client's Designated Accounts.
- 7) **Payments and Drawdowns.**
 - (a) The deadline for payment and drawdown requests for this Service is currently 6:00p.m. ET on a Business Day. Any such requests made after the deadline (or on a day other than a Business Day) will not be accepted or processed, and, for such payment or drawdown to be processed, Client would need to re-submit the request before the deadline on another Business Day.
 - (b) For each payment or drawdown transfer request under this Service, the Website must be accessed using the following Payment Order Security Procedures: (i) a log-in user ID and password; and (ii) any other Security Protocols made available by M&T for payment or drawdown transfer requests through the Website.
- 8) **Access to Services.** This Service can only be accessed at such times as the M&T commercial loan accounting system is available. In general, that system is available from 7:00 a.m. ET to 10:00 p.m. ET, subject to maintenance and other unavailability periods.
- 9) **Loan Documentation.** If M&T has approved one or more Loans or Lines of Credit to be made available to Client, the terms and conditions under which Client (a) may obtain Loans or Lines of Credit from M&T, and (b) is required to make payments of principal and interest on such Loans and Lines of Credit, shall be governed by the Loan Documents. “Loan Documents” means the loan agreements, promissory notes, and any other instruments, documents, or agreements both now and hereafter executed or delivered by Client evidencing, guaranteeing, or securing any Loans or Lines of Credit. These T&C (and the remainder of the Agreement) supplement the Loan Documents to add an electronic means for Client to perform such transactions as described in these T&C, in addition to the means set forth in the Loan Documents. Nothing in these T&C (or the remainder of the Agreement) in any manner modifies the Loan Documents to create a commitment of M&T to make any loans or lines of credit to Client where there was, prior to the execution of the Agreement, no such commitment. If there is a conflict between these T&C (or the Agreement) and the Loan Documents relating to the electronic procedures and means for drawing and making payments on Loans and Lines of Credit, these T&C (and the Agreement) control. If there is a conflict between these T&C (or the Agreement) and the Loan Documents relating to anything else, the Loan Documents control.

Lockbox Service

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

Terms and Conditions

1) Lockbox Processing

- (a) Client shall have checks or credit card payment authorizations (“**Payment Documents**”) and payment coupons, invoices, explanation of benefits, or other documents (“**Non-payment Documents**”) and together with the Payment Documents, the “**Mail**”) delivered to the M&T specified (i) U.S. Post Office Box (“**P.O. Box**”); or (ii) lockbox processing location (the “**Site**”). Mail delivered to a P.O. Box is picked up at least once each Business Day. Client authorizes M&T to: (i) have unrestricted and exclusive access to the P.O. Box; (ii) open its Mail received at the P.O. Box or the Site; (iii) process the Payment Documents; and (iv) endorse each deposited check with a standard lockbox endorsement used by M&T.
- (b) M&T will use reasonable efforts to process the Mail, capture the information from the Mail, and deliver such information to Client, according to the format cut-off time selected on the Set-Up Form.
- (c) If Client transmits a data file to support lockbox processing, Client is solely responsible for ensuring that all information included in the data file is accurate, complete, otherwise appropriate, and transmitted timely through Direct Transmission. Processing may be delayed if incomplete or inaccurate files are received.
- (d) M&T will return to Client all Payment Documents not suitable for deposit and either return to Client or retain Non-Payment Documents as directed by Client in the Set-Up Form. If Non-Payment Documents are returned to Client via courier, Client is solely responsible for establishing the courier arrangements and for all charges of the courier. If Non-Payment Documents are retained by M&T, M&T will keep them: (i) for the National Lockbox Service, for five Business Days; and (ii) for other lockbox services, for 14 calendar days. After the applicable retention period, the documents will be destroyed.

- (e) Client shall comply with M&T's coupon and envelope design specifications.
 - (f) If using an M&T owned P.O. Box, Client shall not provide any party sending Mail to Client with postage prepaid envelopes. Client will reimburse M&T for all postage due on the Mail received. If using a Client owned P.O. Box, Client is solely responsible for all charges related to the P.O. Box. M&T has no obligation to identify stale-dated and post-dated checks or checks specifying "payment in full" (or similar statements) in Client's Mail. If checks specifying "payment in full" (or similar statements) are negotiated, Client's ability to collect any balance owed on the related liability could be adversely affected. M&T is not obligated to apply an endorsement intended to preserve Client's rights to collect the full amount owed, and makes no representation or warranty that any endorsement that applies to an item will preserve Client's right to collect the full amount owed. Client assumes all risks of negotiation of such items.
 - (g) M&T's receipt of the Mail does not make M&T a bailee of the Payment Documents. For Payment Documents that are deposited in the Account, M&T and Client have a debtor-creditor relationship as normally exists between a depository bank and its depositors.
 - (h) If Client is a governmental entity, in performing this Service M&T is acting solely as a depository and not as an agent for the collection of taxes.
 - (i) If the Mail includes checks that are payable or endorsed to a party other than Client ("**Third Party Payee**"), Client represents to M&T that: (i) Client has obtained written authorization from each Third Party Payee for M&T to endorse the Third Party Payee's checks as payable to Client and to deposit the items into the Account; (ii) the Third Party Payee authorization includes an assignment to Client of all of the Third Party Payee's right, title, and interest in and to each of the Third Party Payee's checks; (iii) Client will retain a copy of each Third Party Payee authorization for at least seven years after the termination of this Service and will provide a copy of any authorization to M&T upon request; and (iv) each Third Party Payee authorization will be in effect and fully operative at all times that M&T provides this Service.
- 2) Image Lockbox Service Option.** If Client elects M&T's Image Lockbox Service option:
- (a) M&T will use reasonable efforts to create electronic images of Mail that meets M&T's imaging, processing, and deposit requirements;
 - (b) M&T will deliver the electronic images of the Mail: (i) through the Website; (ii) by CD Rom; or (iii) through Direct Transmission; and
 - (c) If Client chooses to make decisions as to whether M&T shall deposit or send to Client items having particular characteristics ("**Exception Items**"), M&T will notify Client by email of such Exception Items. Client must communicate its decisions for Exception Items using a designated Website by the deadline indicated on the Set-Up Form, and if it does not, M&T will follow Client's default instructions on the Set-Up Form.
- 3) Check Processing.** M&T shall use reasonable efforts to adhere to the following processing rules with respect to checks:
- (a) Both amounts missing from check - Send to Client unprocessed;
 - (b) Legal Amount (dollar amount written) or Courtesy Amount (dollar amount in number form) is missing - Process (and if there is a discrepancy between the Legal Amount and the Courtesy Amount, the Legal Amount controls);
 - (c) Post Dated - Process;
 - (d) Stale Dated - Process;
 - (e) Marked "Paid in Full" - Process;
 - (f) Missing or Incomplete Date - Process;
 - (g) Missing or Incorrect Payee - Send to Client unprocessed;
 - (h) Missing Signature - Process;
 - (i) Post Mark Review (only available with Tax Lockbox Service option) - Post marks will be reviewed for the five Business Days following the date of each penalty period due date. The date used for processing these payments will be the last date of the penalty period in which the payment was mailed; and
 - (j) For Tax Lockbox Service option only - M&T will not process split parcels and adjustments to the tax roll. These items will appear as "payment is not equal to amount due," and will be rejected and returned to Client.
- 4) Credit Card Payment Processing.** The following provisions apply to credit card processing, which is available only for the Wholesale, Property Manager, Financial Institutions (Direct Sale), Retail, and National Lockbox Service options:
- (a) Client shall comply with all card network rules;
 - (b) M&T will input the required information into its credit card processing system using Client's M&T Merchant number as a remote location of Client's organization. Such information may include credit card number, dollar amount of payment, and payor's zip code;
 - (c) M&T may require address verification for credit card lockbox transactions. An address verification (AVS) is made as part of the authorization, which provides information as to whether the address provided by the cardholder matches the address for the card in the records of the card issuing bank. NOTWITHSTANDING THE RESULT OF THE AVS, CREDIT CARD TRANSACTIONS WILL BE PROCESSED. Client is solely responsible to review the AVS responses reported by M&T to determine which transactions to credit. Permitting the processing of a transaction without an AVS match could result in charge backs under the relevant card association rules; and
 - (d) M&T will input all processable credit card payments for Client. Client may elect to receive a system report providing the card number, dollar amount, authorization number, business date, and the total dollar amount of all authorized transactions for each Business Day with credit card activity.
- 5) Post Termination Delivery.** For a minimum of 30 days following termination of this Service, M&T will deliver to Client at least once each week any Mail that it receives; provided, that, if the Master Agreement is also terminated, M&T may return to the sender any received Mail.
- 6) Correction of Errors.** Client's sole remedy for any error committed by M&T in performing this Service is for M&T to make a correcting entry in the next regularly scheduled processing period after M&T receives notice of the error from Client and has had a Reasonable Time to Act. M&T is not obligated to detect or correct any error of which it has not been notified by Client.
- 7) Lockbox for Healthcare Entities.** If Client is a "covered entity" under the Health Insurance Portability and Accountability Act and the regulations issued thereunder (collectively "HIPPA") and the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and is using this Service in such a way that M&T may create, receive, use, or disclose for (or on behalf of) Client any individually identifiable protected health information (as defined in 45 C.F.R 160.103) that is subject to protection under HIPPA, then Client is responsible for notifying M&T and entering into M&T's business associate agreement ("BAA"). M&T is not subject to or bound by any other implied or express obligations, duties, or liabilities arising out of M&T being a "business associate" under HIPPA, except to the extent expressly set forth in the BAA, HIPPA, or HITECH.

Positive Pay Service

The following features are available through the Positive Pay Service:

- (a) **Positive Pay:** This allows Client to provide M&T the serial numbers and dollar amounts of checks issued but not yet presented for payment that may be paid without referral to Client. Checks that do not match a serial number or dollar amount are referred to Client for Decisioning.
- (b) **Payee Positive Pay:** This works in the same way as Positive Pay with the addition of Decisioning for checks that do not have a payee match or that have a payee match but do not match the MICR information.
- (c) **Reverse Positive Pay:** M&T will provide Client with a list of checks presented for payment for Decisioning.
- (d) **Maximum Dollar Limit:** This allows Client to establish a cap on the dollar amount of checks that may be paid against an Account Checks that exceed the cap are referred to Client for Decisioning.
- (e) **Stale Dated Check:** This allows Client to establish a date beyond which a check it has issued will not be honored. Checks that exceed the established date are referred to Client for Decisioning.

Definitions

“**Consolidated Payables File**” means a file submitted via Direct Transmission that may include ACH, wire, automated check payments, Positive Pay/Payee Positive Pay, and commercial card transactions.

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

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

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

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

“**Record**” means the serial number, dollar amount, issuance date, account number, payee name, or combination thereof, applicable to the relevant feature.

“**Suspect File**” means a file that contains information on: (a) checks presented for payment against an Account that do not match the Records in the Outstanding File or the Criteria; or (b) with respect to the Reverse Positive Pay feature, all checks presented for payment against an Account.

Terms and Conditions

1) Records, Outstanding Files, and Other Required Information.

- (a) **Positive Pay, Payee Positive Pay, and Stale Dated Checks.** To use these features, Client must send to M&T (in an M&T-approved format) via Direct Transmission, Website, or other M&T approved method, the Records of checks issued by Client. Client may send its Records as part of a Consolidated Payables File. To keep the Outstanding File up-to-date, Client must provide such Records no later than the Cut-Off Time on the Business Day: (i) prior to the day of the issuance of the check for Records to be added to the Outstanding File; and (ii) on which the Record is to be removed for Records to be deleted from the Outstanding File. M&T will use those Records to update the Outstanding File daily. The Records and other information required for each of these features are:

Feature	Records Required (For Each Check)	Other Information Required
Positive Pay	<ul style="list-style-type: none"> • Account number • Serial Number • Dollar Amount • Issuance Date 	<ul style="list-style-type: none"> • Client must also indicate which Records in the Outstanding File are to be deleted.
Payee Positive Pay	<ul style="list-style-type: none"> • Account number • Serial Number • Dollar Amount • Issuance Date • Payee Name(s) 	<ul style="list-style-type: none"> • Client must also indicate which Records in the Outstanding File are to be deleted.
Stale Dated Checks	<ul style="list-style-type: none"> • Account number • Serial Number • Dollar Amount • Issuance Date 	<ul style="list-style-type: none"> • Client must also indicate which Records in the Outstanding File are to be deleted. • The face of each check must state “Void after (date).”

- (b) **Reverse Positive Pay.** Client is not required to provide M&T with Records for Reverse Positive Pay.
- (c) **Maximum Dollar Limit.** Client must indicate on the Client Election Form the maximum dollar value of each check that may be paid against each designated Account. The face of each check must state “Payment Not to Exceed \$XXX.XX”.

2) Direct Transmission. If Client wishes to send Records using Direct Transmission, Client must designate a minimum of one and a maximum of 10 email addresses to receive from M&T an automatic email confirmation of Records. The email confirmation will include the total number and dollar amount of all checks in the Records. If there is any discrepancy between the totals provided in the email confirmation and the information in the Records, Client must promptly contact M&T’s Positive Pay Customer Service. M&T is not obligated to determine or notify Client of any discrepancies. Email confirmations are sent using secure email and require prior registration and the use of a password to open and view the email. Client’s designated email addresses must be able to access such secure emails.

3) Checks/Processing of Checks.

- (a) **Specifications.** Client will use only checks that comply with M&T’s check printing and MICR specifications.
- (b) **Positive Pay.** M&T will conduct an automated review of the checks presented for payment against the Records in the Outstanding File for the relevant Account. M&T will pay all checks that match the: (i) serial number; and (ii) dollar amount. If there is not an exact match, M&T will include the check in the Suspect File for Decisioning.
- (c) **Payee Positive Pay.** M&T will conduct an automated review of the checks presented for payment against the Records in the Outstanding File for the relevant Account. M&T will pay all checks that match the: (i) serial number; (ii) dollar amount; and (iii) payee name(s). If there is not an exact match, M&T will include the check in the Suspect File for Decisioning; provided that M&T will pay checks that do not have a name in the Record but otherwise match the serial number and dollar amount in the Record. If a check is for an amount less than \$250.00, M&T will not conduct a review

of the payee name but will still conduct a review of the serial number and dollar amount. If such a check is paid because there is a match to a serial number and dollar amount in the Record, but Client informs M&T (within the applicable time period for notice of errors set forth in the Commercial Deposit Account Agreement), and M&T ultimately determines, that the check was fraudulent, and such check would have been included in the Suspect File for Decisioning by Client had a review of the payee name been conducted by M&T, M&T will reimburse Client for the amount of the check.

- (d) **Reverse Positive Pay.** M&T will include the serial number and dollar amount of all checks presented for payment in the Suspect File for Decisioning. Client shall review this information to verify whether the checks presented are properly payable and provide Decisioning accordingly.
 - (e) **Maximum Dollar Limit.** M&T will pay checks that have a face value equal to or less than the maximum dollar limit established by Client. If a check has a face value greater than the maximum dollar limit, M&T will: (i) include the check in the Suspect File for Decisioning if Client is also enrolled in one of the Positive Pay features; or (ii) return the check if Client is not also enrolled in one of the Positive Pay features.
 - (f) **Stale Dated Checks.** M&T will conduct an automated review of the checks presented for payment against the Records in the Outstanding File for the relevant Account. If M&T determines that a check is not stale, M&T will pay the check. If a check is stale, M&T will: (i) include the check in the Suspect File for Decisioning if Client is also enrolled in one of the Positive Pay features; or (ii) return the check if Client is not also enrolled in one of the Positive Pay features.
 - (g) **Damaged MICR Lines.** M&T may, but is not obligated to, review checks manually and repair any damage to the MICR lines.
- 4) Suspect File; Decisioning.**
- (a) Prior to 10:00 a.m. ET each Business Day, M&T will use reasonable efforts to provide Client a Suspect File. Prior to the Cut-off Time each Business Day, Client must provide M&T Decisioning with respect to each check in the Suspect File. Client must indicate if the reason for returning a check is either that the check is unauthorized or has been materially altered.
 - (b) For Clients that use the Maximum Dollar Limit or Stale Dated Check features without also being enrolled in one of the Positive Pay features, no Suspect File will be sent, and M&T will automatically return checks that do not match the Criteria. Client will not have the opportunity to review such checks prior to their return.
- 5) Return Checks.** M&T cannot return checks that have been: (a) cashed over-the-counter; or (b) paid prior to the time that (i) Client instructs M&T to pay or return such checks and (ii) M&T has had a Reasonable Time to Act on such Instruction.
- 6) Default Options.** If Client does not provide Decisioning for any check in accordance with these T&C, M&T will handle such check in accordance with Client's elected default options; provided, that for Reverse Positive Pay, the default is for M&T to pay all checks presented against the Account. If Client has not elected a default option and fails to timely provide Decisioning: (a) for Positive Pay or Payee Positive Pay, M&T will pay all checks listed in the Suspect File; or (b) for Maximum Dollar Limit and Stale Dated Checks, M&T will pay all checks that are consistent with the Criteria.
- 7) Dual Authorization.** M&T strongly recommends that Client use any secondary approval procedures made available through any Website. M&T may require dual authorization for certain decisions.
- 8) General.** Client waives any claim of wrongful dishonor for the return of checks under this Service. M&T shall use reasonable efforts to provide the relevant information and reports within the timeframes identified in these T&C. If Client does not provide M&T with the Records required for the Service feature selected by Client, M&T may terminate the Service; provided, however, that if Client does not provide the Records required for the Positive Pay feature or the Payee Positive Pay feature, M&T may change Client to the Reverse Positive Pay feature instead of terminating the Service.

Real Time Payments Service

The Real Time Payments Service allows Client to initiate domestic, final, irrevocable payments from its Accounts to other Persons in real time through the RTP Network. The Service also includes the ability to send and respond to non-payment messages through the RTP Network.

Definitions

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

"Payment Order" for purposes of these T&C means an Instruction to initiate an RTP Funds Transfer, including a Repetitive Payment Order.

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

"RTP Funds Transfer" means a Funds Transfer processed through the RTP Network in order to make a payment from a Sender to a Receiver.

"RTP Network" means the real-time transfer system operated by The Clearing House.

"Receiver" means a Person that receives a payment or a non-payment message through the RTP Network.

"Receiver Addressing Information" means the Receiver's address (e.g., the Receiver's account number, routing number, telephone number, and email address, as applicable).

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

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

"Sender" means a Person that sends a payment or a non-payment message through the RTP Network.

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

"Service Participant" means a financial institution, including M&T, that participates in the RTP Network.

"Transfer Amount" means the amount of funds that the Sender directs the Sending Financial Institution to transfer to the Receiver.

Terms and Conditions

1) Requesting RTP Funds Transfers.

- (a) Client may initiate an RTP Funds Transfer by submitting a Payment Order through a Website, Direct Transmission, or such other channels as M&T may make available, using the Payment Order Security Procedures set forth in Section 5 below. When Client submits a Payment Order, Client will be required to provide Receiver Addressing Information and the Transfer Amount.
- (b) Client may establish Repetitive Payment Orders by having its System Administrator establish a template on a Website (if Client delivers Payment Orders using such Website). Templates cannot be used for Payment Orders delivered using Direct Transmission.
- (c) By submitting a Payment Order for an RTP Funds Transfer, Client: (i) represents and warrants that the RTP Funds Transfer complies with these T&C; and (ii) irrevocably and unconditionally authorizes M&T to debit the Transfer Amount, plus fees (if applicable), from the applicable Account, which

M&T may debit immediately upon receipt of Client's Payment Order or at a later time in M&T's discretion.

- 2) **Service Availability and Access.** The Service is typically available 24 hours a day, 7 days a week, including weekends and state and federal holidays. However, the Service may be unavailable from time to time, including due to scheduled or unscheduled maintenance. Payment Orders submitted or entered by Client during such periods of unavailability may be received by M&T but may not be processed until the Service is available. M&T may also suspend or terminate Client's access to the Service at any time, including if M&T determines that Client used the Service in a way that violates these T&C. In addition, M&T may modify or discontinue the Service at any time in its sole discretion.
- 3) **Limits on RTP Funds Transfers.**
 - (a) **Limits on Transfer Amounts.** Client may not send more than \$25,000 through the Service in a single transaction, provided that M&T may establish a lower single transaction limit for Client (the "Per Transaction Send Limit"). M&T may also establish limits on total daily, weekly, or monthly transactions (the "Total Transaction Send Limit"). M&T may, in its discretion, permit Client to set lower per transaction limits or total daily limits per Account or per Authorized Representative. M&T may not process any attempted RTP Funds Transfer that exceeds the Per Transaction Send Limit or Total Transaction Send Limit or any Client specified limits. M&T may periodically adjust the Per Transaction Send Limit or the Total Transaction Send Limit it sets at any time in its discretion and will notify Client of such adjustments.
 - (b) **Limits on Types of RTP Funds Transfers and Purpose.**
 - (i) Client 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.; (C) payments transmitted solely for the purpose of determining whether the Receiver Addressing Information is valid (a "Test Payment"), provided that Client may send a Test Payment if it has a bona fide need to do so in order to determine the validity of Receiver Addressing Information provided to it by a Receiver that wishes to receive a payment from Client; or (D) any other payment that violates the Agreement.
 - (ii) Client 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. If Client makes or receives payments on behalf of another Person, Client must comply with applicable Law in conjunction with such payments, including OFAC regulations. Any payment that violates the above restrictions is a Prohibited Payment.
- 4) **Risks Associated with the Service.**
 - (a) RTP Funds Transfers are irrevocable and cannot be reversed. Client should only use the Service to make payments to Persons it knows. If a Person contacts Client outside of the Service and asks for payment, Client should verify the identity, legitimacy, and contact information of the requester and the amount of payment prior to submitting a Payment Order. If Client sends a payment to a Person it does not know, or Client does not verify the identity or legitimacy of Persons that contact it and ask for payment, Client may lose the full amount of its payment.
 - (b) M&T does not provide buyer protection with respect to RTP Funds Transfers. That means that Client cannot reverse or dispute an RTP Funds Transfer on the basis that: (i) Client 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 a timely manner; or (iii) Client wishes to return purchased goods or cancel a pre-paid service.
 - (c) The Service does enable Client to request that a Receiver return funds to Client, but the Receiver is not obligated to return the funds. Client can request a return of funds from the Receiver in such circumstances as where the incorrect amount of funds was transferred because Client entered the incorrect Transfer Amount or funds were sent to someone other than Client's intended Receiver because Client incorrectly entered the Receiver Addressing Information or the Receiver Addressing Information Client entered was associated with someone other than Client's intended Receiver. If Client wishes to request that a Receiver return funds that Client sent through the Service (a "Return Request"), Client should contact M&T at 1-800-724-2240, Monday-Friday, 8:00am-6:00pm ET. M&T may, but is not obligated to, transmit the Return Request to the Receiving Financial Institution through the RTP Network or indemnify the Receiving Financial Institution. M&T cannot guarantee that the funds will be returned in whole or in part. By requesting that M&T transmit a Return Request, Client agrees to indemnify M&T for all Losses incurred, and will provide any additional indemnification or other assurance requested by M&T, in connection with such request.
 - (d) Any dispute between Client and a Receiver must be resolved directly between Client and the Receiver. M&T has no responsibility for, and shall not be liable to Client in connection with, any dispute between Client and a Receiver.
 - (e) By submitting a Payment Order, Client irrevocably and unconditionally authorizes M&T to initiate a payment using the Receiver Addressing Information provided by Client. Based on the information available to M&T, M&T will provide Client with the Receiver name associated with the Receiver Addressing Information. HOWEVER, M&T MAKES NO REPRESENTATION THAT THE INFORMATION AVAILABLE TO IT IS CORRECT, AND CLIENT IS RESPONSIBLE FOR VERIFYING THAT THE RECEIVER ADDRESSING INFORMATION IS ACCURATE AND COMPLETE, THAT SUCH INFORMATION IS ASSOCIATED WITH CLIENT'S INTENDED RECEIVER, AND THAT THE AMOUNT OF THE PAYMENT IS CORRECT PRIOR TO SUBMITTING A PAYMENT ORDER.
 - (f) CLIENT ACKNOWLEDGES AND AGREES THAT M&T HAS NO OBLIGATION TO VERIFY THE ACCURACY OR COMPLETENESS OF THE RECEIVER ADDRESSING INFORMATION OR THAT THE RECEIVER ADDRESSING INFORMATION IS ASSOCIATED WITH CLIENT'S INTENDED RECEIVER. EXCEPT AS OTHERWISE REQUIRED BY APPLICABLE LAW, M&T'S SOLE OBLIGATION SHALL BE TO INITIATE A PAYMENT THROUGH THE SERVICE IN THE TRANSFER AMOUNT INDICATED BY CLIENT USING THE RECEIVER ADDRESSING INFORMATION PROVIDED BY CLIENT. EXCEPT AS OTHERWISE REQUIRED BY APPLICABLE LAW, M&T HAS NO LIABILITY TO CLIENT WITH RESPECT TO ANY LOSS THAT CLIENT EXPERIENCES DUE TO THE INACCURACY OR INCOMPLETENESS OF SUCH RECEIVER ADDRESSING INFORMATION, THE FAILURE OF SUCH INFORMATION TO BE ASSOCIATED WITH CLIENT'S INTENDED RECEIVER, OR CLIENT'S FAILURE TO CORRECTLY ENTER THE RECEIVER ADDRESSING INFORMATION OR THE TRANSFER AMOUNT.
 - (g) Client further acknowledges and agrees that: (i) M&T has no obligation to, but may in its sole discretion, review and refuse to process any non-payment message or remittance information for any reason; and (ii) Client is solely responsible for all information sent on its behalf in a non-payment message or included in remittance information.
- 5) **Payment Order Transmission; Payment Order Security Procedures.** By using the Payment Order transmission method set forth below, Client agrees to comply with the applicable Payment Order Security Procedures associated with such method (along with any required or elected Security Protocols). M&T is not obligated to confirm receipt of a Payment Order. Additional information on this transmission method and its use is in the applicable User Guide.
 - (a) **System Administrator and Users.** Client must designate a System Administrator to appoint and set up all Authorized Representatives permitted to access information and transmit Payment Orders, non-payment messages, and other RTP information to M&T.
 - (b) **Website.** Client shall transmit Payment Orders to M&T through a Website. The Website must be accessed using the following Payment Order Security Procedures: (i) a log-in user ID and password; (ii) the token device provided by M&T for each Authorized Representative permitted to transmit Payment Orders through the Website; and (iii) any other Security Protocols made available by M&T for transmitting Payment Orders through the

Website.

- 6) **Additional Procedures.** In addition to the Payment Order Security Procedures, M&T may, but is not obligated to, implement, require, or offer additional Security Protocols for this Service, including those described in this Section (each, an “**Additional Procedure**”). The Additional Procedures are not part of the Payment Order Security Procedures but may mitigate fraud risk. Additional Procedures may include:
- (a) **Call Back Verification.** M&T may call back any Authorized Representative to verify the authenticity or accuracy of any Payment Order and reject or hold any Payment Order that it cannot verify to its satisfaction by the close of business on the Business Day the Payment Order is received.
 - (b) **Dual Authorization.** M&T recommends that Client use secondary approval procedures made available through the Website, including for initiating Payment Orders or creating RTP templates, including for Repetitive Payment Orders. Regardless of any other provision in these T&C, M&T may: (i) require that any Payment Order delivered to M&T through a Website be initiated using one User ID assigned to an Authorized Representative and then approved using a different User ID assigned to another Authorized Representative (“Dual Authorization”); and (ii) reject any Payment Order that does not receive Dual Authorization.
 - (c) **Other.** The Additional Procedures may include other security limits, controls, and options that Client can implement. Additional Procedures may include:
 - (i) Out-of-band authentication processes in connection with Client’s use of a Website to deliver Payment Orders;
 - (ii) Any limits on RTP Funds Transfers that Client can establish. If Client selects such a limit, it must regularly review any such limit to ensure it reflects Client’s needs, risks, and circumstances; and
 - (iii) Email alerts for RTP Funds Transfers.

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

- 7) **Funds Availability.** M&T has no duty to execute a Payment Order if the Account lacks sufficient available funds or to check the Account to determine if there are sufficient available funds. Funds transferred through this Service will be credited to the Receiver’s account by the Receiving Financial Institution immediately upon completion of the RTP Funds Transfer and will be available for withdrawal by the Receiver immediately.
- 8) **Return of RTP Funds Transfer.** If the Transfer Amount (or any part thereof) has been returned to M&T, M&T will refund the returned amount less M&T’s fees and expenses, if applicable.
- 9) **Failed RTP Funds Transfers.** An RTP Funds Transfer may fail if:
- (a) There are insufficient funds available in the Sender’s account when the Sender submits the Payment Order;
 - (b) The Sending Financial Institution or Receiving Financial Institution suspects or determines that the RTP Funds Transfer does not comply with these T&C or the RTP Network rules;
 - (c) The Receiver rejects the RTP Funds Transfer or has declined to receive RTP Funds Transfers;
 - (d) The Payment Order exceeds the Sender’s Per Transaction Send Limit or Total Transaction Send Limit;
 - (e) The Receiver’s account at the Receiving Financial Institution is closed, invalid, ineligible to receive RTP Funds Transfers, or being monitored for suspected fraudulent or other illegal activity;
 - (f) The Sender’s account at the Sending Financial Institution is being monitored for suspected fraudulent or other illegal activity;
 - (g) The Sending Financial Institution or Receiving Financial Institution otherwise declines to process the RTP Funds Transfer for risk management, legal, or regulatory reasons; or
 - (h) The Service or the RTP Network is unavailable.

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

- 10) **Accounting Corrections.** M&T may reverse any erroneous credit or debit to an Account.
- 11) **Rejection of Payment Orders by M&T.** M&T is under no obligation to accept a Payment Order and may reject any Payment Order for the reasons set forth in these T&C and the Agreement.
- 12) **Audit Rights.** Client shall permit M&T and its authorized representatives to:
- (a) examine and make excerpts from Client’s books and records that relate to compliance with the RTP Network rules; and
 - (b) audit Client’s compliance with the Agreement and the RTP Network rules.

Remote Safe Deposit Service

To have the Remote Safe Deposit Service, Client must have a contract with Dunbar Armored, Inc. (or any successor) (“**Dunbar**”) for safe deposit services, including safe deposit pickups, processing, and content transportation to M&T (“**Dunbar Contract**”). As part of the Dunbar Contract, Client must have a Cash Manager® safe or other M&T approved safe (“**Equipment**”) installed at its Business Location to accept and validate U.S. currency deposits. The Equipment is part of the Client Systems. The currency deposits will be collected and processed by Dunbar and delivered by a Dunbar armored courier to a Cash Vault Facility. This Service allows Client to elect, for any of its Business Locations: (a) the “Verified Funds” Service option, which allows an Account to be credited for currency once that currency is collected and verified by M&T; or (b) the “Advanced Funds” Service option, which allows Client to receive daily provisional credit for currency that remains in the Equipment until such currency is collected and verified by M&T, subject to certain limits.

Definitions

“**Business Location**” means Client’s business location(s), as identified on a Set-Up Form, at which Dunbar has installed the Equipment and from which it will pick up Client’s currency for delivery to a Cash Vault Facility.

“**Cash Vault Facility**” means each of Dunbar’s locations designated by Client for receipt of Client’s currency.

“**Deposit**” means the deposit of funds to an Account using this Service.

“**Discrepancy**” means a difference between: (a) the amount declared on the Dunbar File; and (b) the actual amount of the Deposit as collected and verified by M&T.

“**Deposit Deadline**” means the M&T deadline for receipt of Deposits at a Cash Vault Facility on a Business Day.

“**Dunbar File**” is defined in Section 5(c)(ii) of these T&C.

Terms and Conditions

2) Dunbar Contract and Equipment.

- (a) **Dunbar Contract.** Client represents to M&T that: (i) the Dunbar Contract is, and shall remain throughout the term of this Service, in full force and effect; (ii) Client is not in breach of the Dunbar Contract; and (iii) Client shall immediately notify M&T if the Dunbar Contract terminates. At M&T's request, Client shall provide a copy of the Dunbar Contract.
- (b) **Equipment.** Client represents to M&T that: (i) Dunbar has installed the Equipment at each Business Location and such Equipment is fully operational; and (ii) the Equipment shall remain at each Business Location and shall be used only in accordance with requirements of Dunbar and M&T.
- (c) **M&T Service.** M&T (i) has no obligation to provide any of the services under the Dunbar Contract or to deliver currency to a Cash Vault Facility; and (ii) is not liable for any Losses arising out of the Dunbar Contract, the Equipment, any currency that remains in the Equipment, or any services provided by Dunbar, including delivery of currency to a Cash Vault Facility. In the event of a conflict between these T&C and the Dunbar Contract with respect to this Service, these T&C prevail.

3) Limitations. This Service: (a) may not be used for (i) U.S. coins, checks, or other items, (ii) non-U.S. currency, bank notes, coins, checks, or other items, or (iii) change orders (i.e., orders of currency that would result in a withdrawal of funds from an Account); and (b) does not apply to any recycler (i.e., a device that allows reuse of funds placed in it) that may be a component of the Equipment, or to any funds in such a recycler.

4) Service Options. Client shall designate either of the following two Service options for each Business Location: (a) Verified Funds; or (b) Advanced Funds.

5) Verified Funds Service Option. This section applies if the “Verified Funds” Service option is selected.

- (a) Client shall ensure that: (i) currency in the Equipment is collected by Dunbar at the agreed upon times (but no less than once per week); and (ii) Dunbar delivers that currency to the Cash Vault Facilities.
- (b) Following receipt of currency at the Cash Vault Facility, M&T will verify, or have Dunbar verify, the amount of currency delivered. M&T will be deemed to have used due care if, upon opening each deposit bag delivered to the Cash Vault Facility, M&T, or Dunbar, uses its standard procedures to verify the amount of the Deposit.
- (c) If Client's Deposit is received on a Business Day prior to the applicable Deposit Deadline, M&T will use reasonable efforts to credit the verified amount of the Deposit to the Account on that same Business Day. Deposits received on a Business Day after the applicable Deposit Deadline are credited to the Account on the next Business Day.

6) Advanced Funds Service Option. This section applies if the “Advanced Funds” Service option is selected.

- (a) M&T will provide Client with daily provisional credit, in accordance with this Section, for currency that remains in the Equipment prior to delivery and verification at the Cash Vault Facility.
- (b) Client shall ensure that: (i) currency in the Equipment is collected by Dunbar at the agreed upon times (but no less than once per week); and (ii) Dunbar delivers that currency to the Cash Vault Facilities.
- (c) Subject to the other terms of these T&C, M&T will provide daily provisional credit to the Account for the total amount of currency designated in a Dunbar File if: (i) such currency is validated and accepted by the Equipment; and (ii) M&T receives from Dunbar a deposit file (the “**Dunbar File**”) detailing the total amount of currency validated and accepted by the Equipment prior to Dunbar's deposit cut-off deadline (which is currently 7 p. m. ET on a Dunbar business day). Each daily provisional credit is effective after the close of M&T's business on the Business Day it receives the Dunbar File, and all credited funds will be available to Client: (A) to pay items and transactions posting to the Account at the end of that Business Day; and (B) otherwise the following Business Day. M&T may rely on any Dunbar File without obligation to inquire into its authenticity. Client must not access the currency in the Equipment after receiving daily provisional credit for such currency.
- (d) Following receipt of currency at the Cash Vault Facility, M&T will verify, or have Dunbar verify, the amount of currency delivered by Dunbar. M&T will be deemed to have used due care if, upon opening each deposit bag delivered to the Cash Vault Facility, M&T, or Dunbar, uses its standard procedures to verify the amount of the Deposit.
- (e) After M&T has actually received and verified the currency, the credit is no longer 'provisional' and is considered a final credit of funds to the Account, subject to the other terms of these T&C.
- (f) M&T may refuse to provisionally credit an Account, and may reverse a provisional credit and debit the Account for the amount of such provisional credit, if: (i) there is a Discrepancy; (ii) the Equipment fails or malfunctions; or (iii) M&T does not receive the Dunbar File or suspects it may be fraudulent.
- (g) M&T may establish dollar limits for the amount of daily provisional credit provided to Client. If the total amount of currency in a Dunbar File exceeds such limit, M&T may: (i) provide daily provisional credit to the Account for the excess amount; or (ii) place a hold on such excess funds until the limit is no longer exceeded.
- (h) Any Discrepancy identified in the verification process may be corrected by M&T. Client authorizes M&T to debit or credit its Account for any Discrepancy amount. Client may request to have M&T provide adjustment advices by mail, email, or for Discrepancies of \$100.00 or more, by telephone, to the contact designated by Client, generally within one Business Day after Deposit verification (or later if the Discrepancy is identified at a later time). Client may request a copy of all supporting documentation available for a Discrepancy by contacting M&T's Remote Safe Deposit Customer Service within 90 days of the Deposit.

7) Customer Service. Client will contact: (a) M&T's Remote Safe Deposit Customer Service for any issues relating to this Service; and (b) Dunbar for any issues relating to Dunbar's services, including any currency deposited into the Equipment, Equipment issues, currency delivery, and customer reporting.

8) Termination. This Service will immediately terminate if: (a) the Dunbar Contract terminates; or (b) with respect to a particular Business Location if the Equipment ceases to be located at that Business Location.

Zero Balance Account Service

The Zero Balance Account Service allows Client to link one or more checking Accounts for purposes of transferring funds between the Accounts to maintain

established Target Balances.

Definitions

“Child Account,” “Zero Balance Account,” or “ZBA” means a checking Account for which Client designates a Target Balance.

“Debit” means a check, transfer, or other item presented against an Account for payment.

“One-Way ZBA” means an option for which funds are only transferred in a single direction as selected by Client (i.e., from Parent Account to Child Account, or vice versa).

“Parent Account” means an Account into or out of which funds may be transferred to maintain the Target Balance in a linked Child Account.

“Target Balance” means the balance that Client desires to maintain in a Child Account as identified on the Client Election Form. If Client fails to specify a Target Balance, the Target Balance is zero dollars.

Terms and Conditions

- 1) **Accounts.** Subject to these T&C, M&T will transfer available funds into or out of each Child Account with the intent that the balance in the Child Account at the close of each posting day will be the Target Balance. Each Child Account will be linked to one or more Parent Accounts for such transfers of funds. A Parent Account may be linked to multiple Child Accounts and may itself be a Child Account linked to another Parent Account (a **“chain”**).
- 2) **Debits from Child Accounts.** Unless Client has selected Child Account to Parent Account One-Way ZBA, when a Child Account does not have sufficient available funds to cover any Debits from the Account, M&T will automatically transfer to the Account available funds in the Parent Accounts to pay the Debits. If there are insufficient available funds in the Parent Accounts, M&T may pay or return any Debits, even if payment results in an overdraft.
- 3) **Restoration of Target Balance.** If, after payment of all Debits from a Child Account, the available funds are less than the Target Balance, M&T will automatically transfer to the Account available funds in the Parent Accounts to bring the Child Account to its Target Balance (unless Client has selected Child Account to Parent Account One-Way ZBA). If there are insufficient available funds in the Parent Accounts, M&T may advance funds to restore the Target Balance, even if such advance results in an overdraft.
- 4) **Funds in Excess of Target Balance.** Unless Client has selected Parent Account to Child Account One-Way ZBA, at the close of each posting day, M&T will automatically transfer to a linked Parent Account available funds in a Child Account that are in excess of the Child Account's Target Balance.
- 5) **Multiple Child Accounts.** Unless Client has selected Child Account to Parent Account One-Way ZBA, if more than one Child Account is linked to a Parent Account or a chain of Parent Accounts, M&T will transfer available funds from the Parent Accounts to cover Debits from all linked Child Accounts prior to making transfers from the Parent Accounts to restore the Target Balance in the Child Accounts. If there are insufficient available funds in the Parent Accounts to cover all Debits from all linked Child Accounts, M&T may pay or return any Debits, and advance funds to restore the Target Balance of any one or more of the Child Accounts, even if any such actions result in an overdraft.