



## MASTER TREASURY MANAGEMENT AGREEMENT

**MASTER TREASURY MANAGEMENT AGREEMENT** (this "Master Agreement") is entered into by and between Georgia Banking Company ("we," "us," "our," "Bank," or "Financial Institution") and the entity or entities identified on the signature pages in the GBC Business Direct Enrollment Package (the "Enrollment Package") (each of which shall be referred to individually and severally as "you," "your," or "Customer") as of the date set forth in the Enrollment Package. For the avoidance of doubt, if multiple entities are listed on Enrollment Package, as updated and amended from time to time, this Master Agreement shall constitute multiple but separate two-way agreements between Bank on the one hand and each Customer on the other hand.

**WHEREAS**, Bank is a state nonmember bank and insured depository institution chartered by the State of Georgia and provides a variety of treasury management services ("Services"), which are each described in the terms and conditions related thereto that are attached hereto and fully incorporated as part of this Master Agreement (each, a "Service Terms"), as applicable;

**WHEREAS**, Customer desires to engage in a commercial banking relationship with Bank, wherein Bank will provide certain Services to Customer in accordance with the terms and conditions of this Master Agreement and pursuant to the applicable Service Terms incorporated herein; and

**WHEREAS**, by entering into this Master Agreement, Customer agrees to be bound by such terms and conditions as may be updated and amended from time to time;

**NOW, THEREFORE**, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Customer and Bank agree as follows:

### **1. DEFINITIONS.**

(a) "**Governmental Authority**" means all federal, state, and local governmental authorities and agencies, including, without limitation, all federal and state banking, consumer protection and financial services regulatory agencies, which include, but are not limited to, the Georgia Department of Banking & Finance ("Department"), the Federal Deposit Insurance Corporation ("FDIC"), the Board of Governors of the Federal Reserve System ("Federal Reserve"), the Federal Financial Institutions Examination Council ("FFIEC"), the Office of Foreign Assets Control ("OFAC"), and the Financial Crimes Enforcement Network ("FinCEN").

(b) "**Applicable Law**" means all federal, state, and local laws, rules, regulations, requirements, regulatory guidelines and guidance, and official commentaries, including, but not limited to: (i) all applicable rules, regulations, requirements, guidelines, and commentaries issued by any Governmental Authority; (ii)

the Federal Trade Commission Act and all state acts governing fair business and trade practices applicable to Company's business; (iii) the Bank Secrecy Act ("BSA") and Anti-Money Laundering ("AML") laws and regulations; (iv) applicable sections of the USA PATRIOT Act, implementing regulations related to Know-Your-Customer ("KYC") and Customer Identification Programs ("CIP"); (v) Articles 3, 4 and 4A of the Uniform Commercial Code ("UCC") as currently in effect and as thereafter amended in the Code of the State of Georgia; and (vi) the National Automated Clearing House Association Operating Rules and Guidelines, as amended (the "Rules").

(c) "**Other Terms**". Unless otherwise defined in this Master Agreement, capitalized terms shall have the meaning provided in the applicable Rules and/or Laws.

### **2. SERVICES.**

(a) Customer has made a request to obtain, and we agree to provide the Services as expressed in this Master Agreement and the respective Service Terms applicable to such Services (collectively, the "Terms and Conditions").

(b) Customer may request a Service by any means we approve. If we accept and approve a Service request, we and Customer will be subject to the Terms and Conditions for that Service as applicable from time to time. For the avoidance of doubt, we are not obligated to honor any request you make for a Service and may decline to provide the Service to you for any reason or no reason. We will use reasonable efforts to notify you when the requested Services will become available to you. If Customer attempts to use or uses a Service before final approval by us, (1) Customer's attempt to use or use of the Service will be deemed to constitute Customer's agreement to the Service Terms for that Service, (2) Customer will indemnify, defend, and hold harmless Bank from and against any and all Indemnified Liabilities which may be imposed upon, incurred by, or asserted against Bank that arise from or relate in any way to that use or attempted use, and (3) we may block any future use of the requested Service. For some Services, we may, but are not obligated to, provide user guides or training tutorials to assist Customer in using the Service. Bank will be responsible only for performing the Services as explicitly provided for in this Master Agreement, and Bank will have no obligations to Customer other than those explicitly stated in this Master Agreement.

(c) Bank, at its discretion, may deliver disclosures and other documentation concerning this Master Agreement or the Accounts in an electronic format, including, without limitation, through GBC Business Direct (as defined herein). Such disclosures and other documentation may include, without limitation: (i) amendments to this Master Agreement; (ii) account statements; (iii) notice of changes in terms, conditions, and



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fees related to the Services; and (iv) privacy notices. Customer consents to accept such disclosures and other documentation in electronic format and further agrees to maintain the necessary equipment to access such disclosures, whether through GBC Business Direct or otherwise.

**3. CUSTOMER INFORMATION.** Customer agrees to supply any information that we reasonably require to enable us to provide Services to Customer. We will rely on the information provided to us by Customer when providing Services. Any changes to the information provided shall be made in writing and will be made effective after we have had a reasonable amount of time to act on the change. We rely upon the accuracy of all information provided and authorizations received from an authorized employee or representative of Customer ("Authorized Agent"). Customer agrees to notify us immediately of a status change involving an Authorized Agent. We may refuse to complete requests from an individual until we have confirmed the individual's authority as an Authorized Agent.

**4. EQUIPMENT.** Unless expressly provided in a Service Terms, you are responsible for providing and maintaining any equipment that is necessary for the Services, such as telephones, terminals, modems, hardware and computers. You agree to use equipment that is compatible with our programs, systems and equipment, which we may change from time to time. We assume no responsibility for the defects or incompatibility of any computers, equipment or software that you use in connection with the Services, even if we have previously approved their use. We make no warranty, express or implied, in law or in fact, including but not limited to any implied warranty of fitness for a particular purpose or of merchantability, with respect to the Services, or any computer programs, equipment or software made available to you. You agree to notify us promptly if any software or equipment we provide to you becomes defective. Our sole responsibility (if any) in such instances will be to repair or replace the defective software or equipment we provided.

You agree to comply with the terms of any software license(s) provided to you in connection with the Services. You may not transfer, distribute, copy, reverse, compile, modify or alter such software. Unless otherwise agreed by us in writing, the computer programs, service guides, Security Procedures, software and equipment provided to you in connection with the Services represent our proprietary property and must be returned to us upon request.

**5. ACCOUNTS.** Your Enrollment Package may list certain bank accounts that you wish to access with the Services. If your Enrollment Package includes the accounts of your parent company, subsidiaries or affiliates or any other person or entity, you warrant that they have authorized you to access their accounts through the

Services in the same manner as your own accounts. You agree to provide us with their written authorization, in form and substance acceptable to us, evidencing that authority, and to notify us immediately in writing of any change to that authorization.

You will designate certain accounts for specific purposes in connection with some of the Services. If you fail to do so, or if your designated account closes, we may designate an account or terminate the Service.

### **6. OUR REPRESENTATIONS & WARRANTIES.**

(a) We represent and warrant to Customer that:

(i) we are duly organized, validly existing, and in good standing in the jurisdiction in which we are organized;

(ii) the execution, delivery and performance by us of this Master Agreement has been authorized by all necessary corporate and governmental action;

(iii) the persons signing this Master Agreement on our behalf are duly authorized to do so;

(iv) this Master Agreement represents our legal, valid and binding obligation; and

(v) our execution and performance of this Master Agreement and our provision of the Services do not and will not violate any applicable law, bylaws, or any material agreement by which we are bound.

(b) We agree to provide the Services in accordance with reasonable commercial banking standards for similar financial institutions.

(c) Except as expressed elsewhere in this Master Agreement or in the associated Terms and Conditions of Services, we make no other representations or warranties either expressed or implied, of any kind with respect to a Service or our performance of the Service, including but not limited to the merchantability and fitness of the Services for a particular purpose. No descriptions or specifications constitute representations or warranties of any kind.

### **7. CUSTOMER REPRESENTATIONS AND WARRANTIES.**

(a) Customer represents and warrants to us that:

(i) Customer is duly organized, validly existing, and in good standing in the jurisdiction in which Customer is organized, and is validly qualified in any other jurisdictions where Customer does business and is required to be qualified except where the failure to be



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qualified would not have a material adverse effect on Customer;

(ii) the execution, delivery and performance by Customer of this Master Agreement and the related agreements have been authorized by all necessary entity and governmental action;

(iii) the persons signing this Master Agreement and the related agreements on Customer's behalf are authorized to do so;

(iv) this Master Agreement represents Customer's legal, valid and binding obligation; and

(v) the execution and performance of this Master Agreement and the use of the Services do not and will not violate in any material respect any applicable law, Customer's entity governing documents, or any material agreement by which Customer is bound.

(b) Customer reaffirms these representations and warranties each time it uses a Service. In addition, Customer agrees to immediately notify us if any representation or warranty made by Customer is no longer true.

### **8. SECURITY AND OPERATING PROCEDURES.**

#### **(a) Security Procedures**

Customer's access to our various channels of delivering Services is subject to our security procedures including, but not limited to, the use of out of band identification codes, multi-factor authentication, unique customer, and User IDS, confidential passwords, and call back verifications (the "Security Procedures"). The Security Procedures enable the use of the Services delivery channel, and verify the origination of payment instructions and communications to us.

Each time you make a transfer or payment with a Service, you warrant that our Security Procedures are commercially reasonable. If we accept a payment order in good faith issued in Customer's name and in accordance with our Security Procedures, you agree to be bound by the order received through the Services, even if it was not authorized by you. We and Customer will agree on the Security Procedures for a particular Service in the set up process for that Service. Security Procedures are not designed for the detection of errors (e.g., duplicate payments or errors in your funds transfer instructions). We are not obligated to detect errors by you or others, even if we take certain actions from time to time to do so.

#### **(b) Other Procedures**

We may, in our discretion, use additional procedures to verify the authenticity of payment instructions. We are not responsible for our refusal to act upon any instruction

received by us that does not comply with this Master Agreement or the applicable Terms and Conditions, including where our reasonable efforts to verify instructions in accordance with our Security Procedures have failed or where action is delayed until such verification can be obtained.

We reserve the right to issue new Security Procedures and/or cancel or change any Security Procedure from time to time. For the avoidance of doubt, Customer shall be liable for all transactions with respect to its accounts that are authenticated in accordance with our Security Procedures, and Bank will not be liable even if the transactions were not, in fact, authorized by you. Customer understands that the Security Procedures are not designed for the detection of errors in the transmission or content of any funds transfer request or other instruction and that Bank is not obligated to detect errors, even if it takes action from time to time to do so. No procedure for the detection of errors has been agreed upon between Bank and Customer, and you are solely liable for such errors (including, without limitation, any duplicate funds transfer request or other instruction and resulting duplicate items).

#### **(c) Customer Responsibilities.**

You agree to:

(i) comply with this Master Agreement, any applicable Terms and Conditions, any User Guides and all other policies and procedures of Bank;

(ii) take reasonable steps to safeguard the confidentiality and security of the User ID and Password, any User Guide, and any other proprietary property or information we provide to you in connection with the Services; and

(iii) notify us immediately if you have any reason to believe the security or confidentiality required by this provision has been or may be breached.

In the event of a computer system security breach, Customer will assist Bank in determining the manner and source of the breach. Such assistance shall include, without limitation, providing Bank or Bank's agent access to Customer's hard drive, storage media and devices, systems and any other equipment or device that was used in the breach. Customer will provide Bank any analysis of such equipment, device, or software or any report of such analysis performed by Customer, Customer's agents, law enforcement agencies, or any other third party. Failure of Customer to assist Bank shall be an admission by Customer that the breach was caused by a person who obtained access to transmitting facilities of Customer or who obtained information facilitating the breach from Customer and not from a source controlled by Bank.



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**9. INTERNAL SECURITY CONTROLS.** Customer and, as applicable, its parent company, affiliates and subsidiaries, will establish, maintain and update their own respective commercially reasonable policies, procedures, equipment and software ("Internal Security Controls") to safeguard the security and integrity of their respective computer and other information technology systems, methods, and information (including, but not limited to, the access credentials, access methods, and information used in connection with the Services) from unauthorized use, intrusion, takeover or theft (collectively, "Internal Security Breaches"). Customer is solely responsible for its Internal Security Controls, including the selection, installation, maintenance and operation of such Internal Security Controls. **Customer bears all risk of losses arising from its Internal Security Breaches and the interception of its communications prior to their receipt by Bank (collectively, "Internal Security Losses"). BANK ASSUMES NO LIABILITY FOR, AND WILL NOT REIMBURSE COMPANY IN CONNECTION WITH, ANY INTERNAL SECURITY LOSSES.**

Further, Bank assumes no responsibility with respect to any errors, failures, or malfunctions of your Internal Security Controls, or for any related problems that may occur with your use thereof in connection with the Services. Customer represents and warrants that its Internal Security Controls include, at a minimum, the following security elements: (a) limits and controls on who has access to its computer and other information technology systems, methods, and information; (b) up-to-date security software and up-to-date software patches for its software programs, internet browsers, e-mail programs, and the like; (c) commercially reasonable and up-to-date firewalls; (d) procedures to avoid infection by malicious software; (e) limited access to the Services from a secure location on Customer's premises; and (f) policies and procedures designed to maintain the integrity and confidentiality of the access credentials, access methods, and information. This is not intended as an exhaustive itemization of the Internal Security Controls that Customer may need. Bank does not warrant that implementation of any or all of the above recommendations will prevent Internal Security Losses. Customer is solely responsible for providing adequate safeguards and security measures to prevent fraudulently submitted transactions.

**10. ADMINISTRATOR/AUTHORITY.** You must appoint an individual (an "Administrator") with the authority to determine who will be authorized to use the Services on your behalf ("Users"). Your Administrator will be responsible for: (a) the receipt, proper distribution and maintenance of all User ID's and Passwords and Password resets; (b) maintaining the ability of the Users to access the Services; (c) establishing limits on each User's authority to access information and conduct transactions; and (d) adding, removing and making other changes to the transaction rights of Users. You or your Administrator will designate

which accounts will be utilized for Service payments and transfers. If your Administrator designates an account that requires more than one signature for the withdrawal or transfer of funds, you agree that we may act upon any Service instruction that is transmitted through our Treasury and Cash Solutions Service. Note: This may mean that we will act upon the instruction of only ONE person (e.g., to wire funds), even though the signature card for the account in question requires two or more signatures on checks. As long as an instruction is initiated in our Treasury and Cash Solutions portal with our secure login process, the transaction will be deemed authorized by you. The Administrator could be that individual who enrolls Customer in the Services. We may act on the instructions of the Administrator until we receive written notice to the contrary from the Administrator or another person authorized by you to give such notice. We shall be given a reasonable time to act on any such written notice.

If we are uncertain regarding the designation or identity of the Administrator, the ownership or control of an account, or the authority of any User, we may, at our sole discretion (w) freeze accounts and/or refuse to make some or all of the Services available until we receive written proof (in form and substance satisfactory to us) of each person's right and authority to act; (x) suspend the Administrator's access to the Services; (y) request instructions from a court of competent jurisdiction at your expense regarding the ownership or control of the account; and /or (z) continue to honor instructions given to us by an individual who appears to be acting with authority as the Administrator or User according to our records. In no event will the Financial Institution be liable for any delay or refusal to follow instructions that occurs as a result of a dispute or uncertainty over the ownership or control of any account.

An individual's designation as a User shall continue to be effective until your Administrator removes the individual as a User from the "User Profile Maintenance" section of the Services and we have had sufficient time to process the revocation.

**11. ACCESS TO ACCOUNT DATA.** Some of the Services provide you with balance and other account information. Since certain information and transactions are not processed by us until after the close of our business day, some transactions may not be reflected in the system until the next banking day. Posted items may be reversed due to insufficient funds, stop payment orders, legal process, Positive Pay exception decisions and other reasons. Certain balances also may not be subject to immediate withdrawal. We assume no responsibility for any loss arising from incomplete information or from any temporary interruption in our information system. If you are unable to access our system for any reason, you can contact your branch for account, loan and deposit information.



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**12. INFORMATION/INSTRUCTIONS.** You assume the sole responsibility for providing us with complete and accurate information in the form and format that we require for payment instructions. We are not responsible for confirming such information, or for monitoring or refusing to process instructions by you or your Authorized Agents. We are not obligated to detect errors in your transfer or payment instructions. You must accurately describe transaction beneficiaries, intermediary Financial Institutions, and the beneficiary's Financial Institution in transfer and payment instructions. If you describe any beneficiary or institution inconsistently by name and number, we may process the transaction solely on the basis of the number even if the number identifies a person or entity different from the named beneficiary or institution

Payment orders via wire transfer instruction, ACH entry, or any other electronic instruction in accordance with this Master Agreement or the applicable Terms and Conditions are considered to be an original writing and to have been signed by an Authorized Agent. Neither party will contest the validity or enforceability of an instruction on the grounds that it was not in writing, not signed by an Authorized Agent, or not an original. A valid digital signature shall be deemed to be conclusive proof of authorization by Customer of the instruction to which it relates.

**ANY TRANSACTION INITIATED OR APPROVED BY OR THROUGH YOUR ACCESS CREDENTIALS SHALL BE DEEMED PROOF OF AUTHORIZATION BY CUSTOMER OF SUCH FUNDS TRANSFER REQUEST OR OTHER INSTRUCTION TO WHICH IT RELATES, REGARDLESS IF THE PERSON USING YOUR ACCESS CREDENTIALS IS YOU OR ANOTHER PERSON. ALL ACCESS TO, AND USE OF, THE SERVICES USING THE SECURITY PROCEDURES IS CONSIDERED FOR ALL PURPOSES AND WITHOUT FURTHER INVESTIGATION TO BE AUTHORIZED BY CUSTOMER, AND BANK IS ENTITLED TO RELY AND ACT UPON ALL FUNDS TRANSFER REQUESTS AND OTHER INSTRUCTIONS SENT TO US USING THE SECURITY PROCEDURES.**

**13. YOUR REVIEW.** You acknowledge that it is not possible for the Services to be totally free from operator, programming or equipment error, and that errors in processing and compiling data may occasionally occur (e.g., due to the failure of others to provide accurate information, telecommunication failures, or a breakdown in an electronic data interchange). As such, you agree to review and verify all results and to maintain adequate controls for insuring both the accuracy of data transmission and the detection of errors. Unless otherwise required by law, our sole responsibility for any reporting errors caused by us will be to reprocess the information for the period in question and to provide corrected reports at our own expense. You agree to maintain adequate backup files of the data you submit for a reasonable period of time in order

to facilitate any needed reconstruction of your transactions (e.g., in the event of a telecommunication failure). If we are unable to provide a Service for any reason, we will promptly inform you of the problem and will take reasonable steps to resume processing.

**14. JOINT AND SEVERAL AUTHORITY TO COMBINE FUNDS.** If more than one party joins in one or more Services, the contractual obligations shall be the independent obligation of each party, given that the obligations hereunder are joint and several. Each such party agrees that there is no expectation of privacy between the entities that have joined in the Services.

In addition, in such case, each party represents and warrants to us that any and all transfers and commingling of funds required or permitted by any Services, and all other aspects of the performance hereof by the parties, have been duly authorized by law and by all necessary parties, including, without limitation, the account holder of each account and that each party has obtained and shall maintain in its regular business records, and make available to us upon demand, adequate documentary evidence of such authorization from the account holder of each account, executed by the duly authorized officer(s) of each such account holder in accordance with that account holder's corporate bylaws and board resolutions. Each representation and warranty contained herein shall be continuing and shall be deemed to be repeated upon your use of the Services and our effecting each transfer and commingling of funds.

**15. FEES.** You agree to pay us the fees we establish for each of the Services. Our Fee Schedule provides details of our fees. We will charge fees directly to the account specified by you or your Authorized Agent. We may amend the pricing for our Services from time to time. Certain prices are subject to change without prior notice. Special or additional Services performed at your request shall be subject to additional terms and fees. If your accounts with us are analyzed, you may be able to use your available earnings credit to offset certain service charges. If your analyzed accounts contain funds belonging to third parties, you represent that your use of any related earnings credit is not limited by law, regulation or agreement with such third parties.

In addition to the Service fees, you agree to pay for all taxes, tariffs and assessments levied or imposed by any government agency in connection with the Services, this Master Agreement, and/or the software or equipment made available to you, (excluding any income tax payable by us).

You are solely responsible for your own third party costs and expenses, including, but not limited to, audits and inspections, due diligence reviews, as well as internal expenses related to its use of the Services, such as telephone access fees, internet services fees,



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communications fees, and data processing expenses. You are also responsible for any expenses incurred by Bank as a result of your breach of the representations, warranties, and covenants set forth in this Master Agreement, including, without limitation, all fees assessed against Bank for or related to Company's non-compliance with the Rules and Laws, and any investigations of Bank by a Governmental Authority relating to Company banking activities.

You also are responsible for the costs of any communication lines and any data processing charges payable to third parties.

### **16. BUSINESS ONLINE BANKING.**

#### **(a) Administration**

Our online portal used to provide online Services to Customer ("GBC Business Direct") is administered on behalf of Customer by an Administrator designated by Customer. Your Administrator will be responsible for (i) the receipt, proper distribution and maintenance of all User ID's and Passwords and Password resets; (ii) maintaining the ability of the Users to access the Service; (iii) establishing limits on each User's authority to access information and conduct transactions; and (iv) adding, removing and making other changes to the transaction rights of Users.

You or your Administrator will designate which accounts will be utilized for Service payments and transfers. We may require you to change your password at any time. We may deny access to the Services without prior notice if we are unable to confirm (to our satisfaction) any person's authority to access the Services or if we believe such action is necessary for security reasons. Some of our Services allow you or your Administrator to set transaction limitations and establish internal controls. Your failure to set such limitations and implement such controls increases your exposure to, and responsibility for, unauthorized transactions.

#### **(b) Alerts**

GBC Business Direct offers Alert notifications delivered via email, text or by voice phone call designated by the User's set up. If Customer elects to use this feature, each User permitted to use the Alerts module by the Administrator, will have the ability to select various account notifications based on specific account activity. When an account activity, status or action required event occurs, our system will send the chosen notification to the User. Alerts are provided for information and convenience only, and do not constitute a bank account record. Alerts do not substitute for proper account management. Alerts may be delayed, or prevented by circumstances beyond our control, and we do not guarantee the delivery of an Alert.

**17. BOOK TRANSFER SERVICE.** Transfers between your deposit accounts with us are subject to the terms of your deposit agreement, and Security Procedures. You may instruct our electronic system to make transfers between your accounts at any time, on any day.

### **18. ONLINE STATEMENTS.**

**(a)** The Online Statements Service provides you with an electronic version of your eligible Checking Account statements that you may view, save to your PC and /or print at your convenience. The Online Statements Service also may include the delivery to you of electronic versions of the disclosures, notices, and information that we ordinarily transmit with account statements, including, but not limited to, our annual privacy notice.

**(b)** When you elect to receive Online Statements, you are consenting to receive your account statement by electronic means only. Your Online Statement will be available to you by the third business day of the month following the cutoff date of your statement. You will not receive paper statements in the mail, as long as you are enrolled to receive Online Statements.

**(c)** Online Statement notifications will be sent to the email address on file at Bank. It is your responsibility to update any changes in your e-mail address with Bank. You have the right to withdraw your consent to receive your account statements electronically. If you wish to discontinue the Online Statement delivery service, you may do so in person at any of our banking offices, by calling us at (770) 226-8800, by e-mailing us at [treasurysolutions@georgiabanking.com](mailto:treasurysolutions@georgiabanking.com), or by writing to us at 1776 Peachtree St., NW, Suite 300, Atlanta, GA 30309. Paper statement fees will apply.

**(d)** When you are enrolled to receive Online Statements, the statements will be made available for up to 12 months. However, we encourage you to retain a copy of any statement you would like to keep by printing a copy or saving it to your personal hard drive. Bank reserves the right to cancel your participation in the Online Statement Service at any time.

**19. STOP PAYMENT.** You may stop payment on a check by providing us with timely, complete and accurate information of the following: the number of the account in question; the date of the item; the item number; the payee information; and the EXACT amount of the item (dollars and cents). If any information is incomplete or incorrect, we will not be responsible for failing to stop payment on the item. Requests become effective when we confirm their receipt and have verified that the item has not been paid. From time-to-time, the on-line system may be inoperable. If that occurs, your request can be communicated to us by calling us at (770) 226-8800 or by writing to us at 1776 Peachtree St., NW, Suite 300, Atlanta, GA 30309.



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### **20. AMENDING/CANCELING A TRANSACTION.**

Unless this Master Agreement or your User Guide provides otherwise, you do not have a right to cancel or amend a payment or transfer instruction (e.g., an ACH payment) once we have received it. If we attempt to reverse a transaction at your request, we assume no liability for any interest or losses that result if the reversal is not effected. Requests to cancel a transaction must state the exact amount (dollars and cents) of the transaction you wish to stop. You agree to indemnify, defend, hold harmless and reimburse us for all expenses, losses, claims, actions, proceedings and damages we incur in effecting or attempting to effect any reversal. You are solely responsible for providing notice to the receiver/beneficiary that a reversal is being transmitted and the reason for the reversal, no later than the settlement date of the reversing entry.

### **21. OUR REJECTION OF TRANSACTIONS; NOTICE OF RETURNED PAYMENTS OR TRANSFERS.**

We may refuse any transfer or payment instruction without cause or prior notice. We may notify you electronically, in writing, by telephone, or otherwise if any funds transfer is rejected or returned (e.g., by the ACH) for any reason. We will not be obligated to credit your account with any interest, unless the return is caused by our failure to properly execute your instruction.

**22. TELEPHONE CONFIRMATIONS.** We may elect to verify the authenticity or content of any instruction, as an alternative Security Procedure by placing a call to a designated payment verifier in the specified calling order. If we are unable to verify an instruction to our satisfaction, we may reject the instruction.

### **23. TRANSACTIONS LIMITS AND SAFEGUARDS.**

You agree not to exceed the Service transaction limits we establish from time to time for your account (for example in connection with ACH transactions). You agree that you will not allow anyone to initiate transfer or payment instructions on your behalf without proper supervision and adequate safeguards, and that you will review pending payment and transfer instructions prior to their submission to us to ensure that they are complete, accurate and properly authorized.

**24. ELECTRONIC MAIL/INTERNET.** If you send us electronic mail ("e-mail"), we may not receive or review it immediately. We will have a reasonable time to act upon any e-mail request or notice, and reserve the right to reject any transaction or request received by e-mail. You acknowledge that, even though e-mail may be encrypted, we cannot ensure that it will not be intercepted or affected by the actions or omissions of others, such as third party networks or persons with access to the Internet. **AS SUCH, WE RECOMMEND THAT YOU NOT SEND ACCOUNT DATA OR OTHER SENSITIVE INFORMATION TO US BY E-MAIL.**

Your use of the Internet and e-mail will be entirely at your own risk. We make no representation, warranty or endorsement with respect to: (a) information placed on the Internet by third parties; (b) the security or continued availability of the Internet or any Internet web site, including without limitation our web site; or (c) the services, products or information made available over the Internet by others whose sites may be accessed, directly or indirectly, as a result of our Services. Neither we nor our service providers assume responsibility for viruses created by third parties, or for any third party's unauthorized access to, or use of, your computer system.

You agree that: (a) Internet services are provided to you on an "as is" basis, without warranties of any kind; (b) we, our affiliates, Internet service providers, and licensors will not be liable for any errors, defects in, or the untimeliness or lack of authenticity of, any information provided over the Internet; (c) you will comply with all applicable laws to your Internet activities; (d) you will not transmit any information which is defamatory, abusive, or which may give rise to civil liability; (e) we may monitor your e-mail and Internet communications with our employees; and (f) our Internet Services will be subject to additional qualifications and operating rules, if any, as set forth on our web-site.

**25. CUTOFF HOURS.** A number of our Services are subject to processing cutoff hours. Instructions received after the cutoff hour or on a non-banking day may be deemed received as of the next banking day. Our business days are Monday through Friday, excluding holidays. Services may occasionally be unavailable due to needed maintenance or system /network interruptions.

**26. BUSINESS CONTINUITY.** You understand and agree that our disaster recovery plan is designed to minimize, but not eliminate, risks associated with a disaster affecting Bank's ability to provide the Services and that Bank does not warrant that the Services will be uninterrupted or error free in the event of a disaster or otherwise.

**27. SERVICE AUDITS.** Bank has the right to audit your compliance with the Rules, Applicable Law, and Bank's policies and procedures (to the extent applicable). Customer will cooperate and provide reasonable assistance and information to conduct such audit, including, without limitation, reasonable access to its computer and operating systems, policies, records, and other materials. Upon reasonable notice to Customer, Bank may also inspect your books and records, and conduct onsite visits to your locations, with regard to information deemed by Bank to be necessary or pertinent to your use of the Services. Information subject to Bank's right of inspection includes, without limitation, information maintained by Customer with respect to its customers, clients, vendors, and processors if, in Bank's opinion, such relationship is materially related to the Services or your transaction



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activities conducted through Bank. Physical site visits may be conducted to evaluate Customer's security, communication processes, compliance management systems, and related obligations under this Master Agreement, the Rules, and Applicable Law.

If an audit results in a material recommendation with regard to Customer's processes, and Customer fails to comply with the recommendation within a reasonable amount of time, we reserve the right to suspend or terminate the audited Service, pending resolution of the issues identified within the audit.

### **28. SETOFF; OVERDRAFTS.**

(a) We reserve the right of setoff against Customer's deposits and funds in accounts held by Customer in order to satisfy any unpaid obligation to us under this Master Agreement. We may exercise this right of setoff without advance notification to you. We will provide you with reasonable notice following the setoff action. Our setoff rights as described are limited only by restrictions imposed by Applicable Law.

(b) When you transmit a funds transfer request to us, you authorize us to charge your account for the amount indicated. If your account does not have sufficient available balance, we may reject the transaction. Our allowance of any overdraft will not obligate us to honor future overdrafts at a later time, and we may refuse to do so without cause or prior notice. We may charge a fee for each funds transfer request presented against insufficient available balance.

### **29. COMPLIANCE WITH APPLICABLE LAWS.**

(a) In connection with the Services and Customer's activities, Customer will comply with the Rules and Applicable Law. Without limiting the foregoing, Customer acknowledges and agrees that Customer's transactions conducted pursuant to this Master Agreement will comply with FinCEN's rules and regulations and with sanctions enforced by OFAC. Customer acknowledges its responsibility to obtain information regarding OFAC-enforced sanctions and agrees that Bank shall not be required to perform any action to debit or credit an account or transfer funds if Bank determines such action is inconsistent with Applicable Law or Rules. Bank WILL NOT send or receive debits or credits or facilitate funds transfers to or from foreign countries against which the United States has trade sanctions, or countries or individuals specifically identified and restricted by OFAC as of the date of the proposed transaction. Customer must utilize the most recent list of OFAC restrictions in determining whether to initiate or request debits or credits to an account or funds transfers. Customer may obtain information regarding OFAC-enforced sanctions on-line at [www.treasury.gov](http://www.treasury.gov) or via the OFAC Compliance Hotline (800)-504-OFAC.

(b) Customer has, and will maintain, a compliance management system designed to effectively monitor compliance with the Rules and Applicable Law related to the Services and Customer's business activities. Customer's compliance management system includes, but is not limited to, policies and procedures designed to comply with the Rules, Applicable Law, employee training, and monitoring and oversight. Customer will take all necessary actions to maintain such policies and procedures and oversee compliance within its organization.

(c) Customer agrees that it shall be responsible for any fines or penalties imposed on Bank as a result of Customer's non-compliance with the Rules or Applicable Law. Customer will reimburse, hold harmless, and indemnify Bank for all such fines and penalties pursuant to this Master Agreement.

**30. DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH HEREIN, BANK MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY NATURE WITH RESPECT TO THE SERVICES, SOFTWARE, DOCUMENTATION, APPLICATION OR ANY SERVICE, THAT THE OPERATION OF ANY SERVICE WILL BE ERROR-FREE OR THAT ITS OPERATION WILL BE UNINTERRUPTED. FURTHER, BANK HEREBY DISCLAIMS ALL LIABILITY THERETO. BANK HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A SPECIFIC PURPOSE, INFRINGEMENT OR OTHER IMPLIED CONTRACTUAL WARRANTY, AND CUSTOMER HEREBY AGREES AND ACKNOWLEDGES THAT NEITHER BANK NOR ANY THIRD PARTY PROVIDER OF THE SERVICES OR ANY APPLICATION SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY OF THE MATTERS SET FORTH IN THIS SECTION ABOVE.**

### **31. LIMITATIONS OF LIABILITY.**

(a) IN ADDITION TO ANY FURTHER LIMITATIONS ON BANK'S LIABILITY THAT ARE PROVIDED ELSEWHERE IN THIS MASTER AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BANK'S LIABILITY TO CUSTOMER ARISING FROM OR RELATED IN ANY WAY TO THE SERVICES OR THIS MASTER AGREEMENT (WHETHER BASED IN CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY) SHALL BE LIMITED TO ACTUAL AND PROVEN DAMAGES ARISING DIRECTLY FROM BANK'S INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE IN THE PERFORMANCE OF THE SERVICES.

(b) We will not be responsible for any loss, delay, damage, cost or liability which arises, directly or indirectly, in whole or in part, from: (i) your actions or omissions, or those of third parties that are not within our





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immediate and reasonable control; (ii) your negligence or breach of any agreement with us, including without limitation the amount, accuracy, timeliness of transmittal or due authorization of any payment orders received from you, or those of any other person; (iii) any ambiguity, inaccuracy or omission in any instruction or information provided to us; (iv) any error, failure or delay in the transmission or delivery of data, records or items due to a breakdown in any computer or communications facility; (v) the application of any government or funds-transfer system rule, guideline, policy or regulation; (vi) the lack of available funds in your Account to complete a transaction; (vii) our inability to confirm to our satisfaction the authority of any person to act on your behalf; or (viii) your failure to follow any applicable software manufacturer's recommendations or our Service instructions.

(c) Bank shall not be responsible for loss, delay, damage, cost or liability which arises, directly or indirectly, in whole or in part, from Bank's failure to perform any Service or to perform any other obligations under this Master Agreement which is caused by an act of God, fire, floods, adverse weather or atmospheric conditions or other catastrophes; war, sabotage, riots, acts of public enemy, or acts of Governmental Authority, including the Board of Governors of the Federal Reserve; theft; labor difficulties; equipment or computer failure or destruction or the unavailability, interruption, or malfunction of communications facilities or utilities; equipment breakdown or mechanical malfunction; electrical, power, or computer failure; delays or failure to act by Customer or third parties and their personnel; criminal acts; or generally any cause reasonably beyond Bank's control. Bank shall not be liable for failure to perform any of its obligations in connection with the Service if such performance would result in it being in breach of any Applicable Law or the requirement of any Governmental Authority. If Bank fails to credit any of Customer's accounts utilized in connection with the Service in accordance with the Service Terms and Conditions applicable thereto as of the date such credit was earned, upon discovery or notification of such error, Bank will properly credit such account, but Bank shall not incur any liability for such failure, including any loss resulting from failure by Customer to invest the amount of funds not properly credited to the account. There may be other exceptions to our liability, as stated in your deposit or other Service agreements with us.

**(d) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BANK SHALL NOT BE LIABLE TO YOU UNDER ANY CIRCUMSTANCES FOR, AND CUSTOMER HEREBY WAIVES ITS RIGHT TO RECOVER, ANY CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOST PROFITS AND LOST OPPORTUNITY), SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR INDIRECT LOSSES OR DAMAGES, HOWEVER CAUSED, WHETHER ARISING UNDER**

**CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT WE ARE AWARE OF OR COULD HAVE REASONABLY FORESEEN THE POSSIBILITY FOR SUCH LOSSES OR DAMAGES.**

**(e) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL BANK'S TOTAL, CUMULATIVE LIABILITY TO COMPANY ARISING FROM OR RELATED IN ANY WAY TO THE SERVICES OR THIS MASTER AGREEMENT (WHETHER BASED IN CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY) EXCEED THREE (3) TIMES THE AVERAGE MONTHLY FEES PAID BY CUSTOMER FOR THE SERVICES FOR THE THREE MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY.**

(f) Notwithstanding any statute of limitation or statute of repose pursuant to Applicable Law, any claim, action or proceeding by you to enforce the terms of this Master Agreement or to recover for any Service-related loss must be commenced within one (1) year from the date that the event giving rise to the claim, action or proceeding first occurs; *provided, however*, that this provision shall not extend any shorter period of time otherwise provided by applicable Law or elsewhere in this Master Agreement. You agree to cooperate with us in any loss recovery efforts we undertake to reduce any loss or liability that arises in connection with your Services.

(g) You acknowledge that our Service fees have been established in contemplation of: (i) these limitations on our liability; (ii) your agreement to review statements, confirmations, and notices promptly and to notify us immediately of any discrepancies or problems; and (iii) your agreement to assist us in any loss recovery effort. **YOU UNDERSTAND THAT WE WOULD HAVE TO CHARGE SUBSTANTIALLY HIGHER FEES FOR THE SERVICES ABSENT THESE LIMITATIONS ON OUR LIABILITY AND YOU HAVE THE OPTION NOT TO ENTER INTO THIS MASTER AGREEMENT.**

(h) No clearing house, financial institution, or other instrumentality used to effectuate Customer's payment orders shall be deemed Bank's agent.

### **32. DUTY OF CARE**

(a) Except to the extent required by Applicable Law, Bank will exercise reasonable care in providing the Services. Bank's reasonable care is to be evaluated based on reasonable commercial banking standards prevailing for banks providing similar services at the same location for similarly-situated commercial banks.

(b) Notwithstanding the immediately preceding paragraph, and to the extent that Bank's exercise of reasonable care may be an issue with respect to any claim, Bank and Customer agree that Bank's substantial



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compliance with this Master Agreement and Bank's then-existing standard procedures for performing the Services shall be deemed to constitute the exercise of reasonable care, and Customer agrees that occasional, unintentional deviations by Bank from this Master Agreement or those procedures shall not be deemed a failure to exercise reasonable care as to the transactions with respect to which any such deviations occur. Customer specifically acknowledges that, given modern electronic check processing systems and check processing volumes, it is impractical, and expressly not the standard of reasonable care, for Bank to monitor each individual check, item, or transaction presented or posted on any Customer account. Customer further agrees that clerical errors and mistakes in judgment made by Bank do not constitute a failure of Bank to use reasonable care or act in good faith.

**33. INDEMNIFICATION.** In addition to your other indemnification obligations contained in this Master Agreement, you release and agree to indemnify, defend, and hold harmless Bank, its parent company, affiliates, and subsidiaries, and their respective directors, officers, employees and agents (collectively, the "Bank Indemnified Parties"), promptly after receipt of a request from a Bank Indemnified Party, from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgments, suits, proceedings, costs (including, without limitation, the fees and expenses of legal counsel to the Bank Indemnified Parties and internal expenses of Bank), expenses, or disbursements of any kind or nature whatsoever and by whomsoever brought or caused (collectively, the "Indemnified Liabilities") that may be imposed upon, incurred by, or asserted against the Bank Indemnified Parties and that in any way relate to or arise out of: (a) Customer's (including, without limitation and for the avoidance of doubt, its Users' and Administrators') breach of this Master Agreement; (b) Customer's (including, without limitation and for the avoidance of doubt, its Users' and Administrators') negligence, fraud, or intentional misconduct; (c) any action taken or omitted by Bank in accordance with instructions or other communications actually authorized by or on behalf of Customer or that Bank reasonably believes to have been so authorized; (d) a representation, warranty, or covenant of Customer; (e) any use of the Services by Customer that is not in compliance with this Master Agreement, the Service Terms, or the Rules or Applicable Law; (f) any investigation or proceeding brought by any Governmental Authority whatsoever related to Customer; (g) any subpoena, order, levy, garnishment, or request related to Customer; (h) any loss or claim arising from Customer's (including, without limitation and for the avoidance of doubt, its Users' and Administrators') failure to use or adhere to Security Procedures in accordance with this Master Agreement; (i) any Indemnified Liabilities caused by your customers or clients; (j) any action taken or omitted by Customer (including, without limitation and for

the avoidance of doubt, its Users and Administrators) in connection with this Master Agreement or the Services and any transaction related thereto; or (k) any virus (or similar malicious device), data, or code transmitted from Customer's systems to Bank's systems.

**34. CONFIDENTIALITY.** Customer agrees to keep confidential and not disclose to any third parties our fees, terms of Service, User Guides, software and any other piece of proprietary information we provide in connection with the Services. We will maintain the confidentiality of Customer's non-public information we obtain in connection with providing Services.

**35. ARBITRATION.** All disputes, controversies, or differences which may arise between the parties out of, or in connection with, this Master Agreement or the Services shall be submitted binding arbitration in accordance with the any applicable deposit agreement and commercial arbitration rules. The arbitration of all matters shall be conducted by three (3) arbitrators ("Panel of Three") with each party selecting one (1) arbitrator, and the third to be selected from the panel of arbitrators, who shall serve as the chair of the Panel of Three. If either party refuses or neglects to appoint an arbitrator within thirty (30) days after receipt of written notice from the other party requesting it to do so, the requesting party may appoint two (2) arbitrators. The place of the arbitration shall be Atlanta, Georgia. The arbitration award shall be final and binding upon the parties. Any judgment upon such award may be enforced in any court having jurisdiction, or application may be made to such court for a judicial confirmation of such award and judgment or order of enforcement, as the case may be. The cost of the arbitration shall be borne equally by the parties unless otherwise provided in the arbitration award. The parties hereto agree that the arbitration award will be the sole and exclusive remedy between them regarding any and all claims, counterclaims, or issues. In order to have arbitration as the sole and exclusive remedy the parties hereto exclude the right of appeal to courts of the United States, or any other courts, in connection with any question of law arising in the course of the reference to arbitration or out of the arbitration award.

**36. JURISDICTION; VENUE; WAIVER OF JURY TRIAL; WAIVER OF SOVEREIGN IMMUNITY.** If for any reason a dispute arises and the arbitration option is not selected, you hereby irrevocably and unconditionally consent to the jurisdiction of the state courts of the State of Georgia and the federal courts of the United States of America located in the Northern District of the State of Georgia. You and we hereby agree that any action or proceeding in respect of any claim arising out of or related in any way to this Master Agreement or the Services shall be brought exclusively in any state or federal court of competent jurisdiction located in the State of Georgia. You hereby waive any objection to laying venue in the



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aforementioned courts, as well as any objection that the aforementioned courts are an inconvenient forum or do not have jurisdiction over you. **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY AND BANK WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY LITIGATION OR OTHER PROCEEDING ARISING OUT OF OR RELATING IN ANY WAY TO THIS MASTER AGREEMENT OR THE SERVICES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY FURTHER VOLUNTARILY WAIVES ALL SOVEREIGN IMMUNITY RIGHTS OR DEFENSES IT MAY HAVE WITH RESPECT TO THIS MASTER AGREEMENT OR THE SERVICES.**

### **37. LEGAL PROCESS**

(a) If Bank is served with a subpoena, warrant, order, or other request from a Governmental Authority, court, or tribunal for information or records concerning this Master Agreement, the Services, or Customer, or with a levy or garnishment of Customer's account(s), Bank will follow (and may rely on absolutely) the advice of its legal counsel as to the appropriate response to such subpoena, warrant, request, levy, order, or garnishment, and shall have no liability or responsibility whatsoever to Customer for doing so even if such advice shall turn out to have been mistaken. Customer acknowledges that Bank's current policy (which is subject to change based on advice of legal counsel) is to comply with any such subpoena, warrant, request, levy, order, or garnishment, as concerns information, records, or funds.

(b) If Customer is served with a subpoena, warrant, order, or other request from a Governmental Authority, court, or tribunal for information or records concerning this Master Agreement, the Services, or Bank, Customer will provide Bank with prompt written notice so that Bank may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Master Agreement. If, in the absence of a protective order or other remedy or Bank's waiver, Customer is nonetheless legally compelled to disclose such requested information, Customer may, without liability hereunder, disclose only that portion of such information that Customer's counsel advises Customer it is legally required to disclose, provided that Customer shall use its best efforts to preserve the confidentiality of any information protected by this Master Agreement, including, without limitation, by cooperating with Bank to obtain an appropriate protective order or other reliable assurance of confidential treatment by the Governmental Authority, court, or tribunal.

**38. GOVERNING LAW. THIS MASTER AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF GEORGIA, WITHOUT REFERENCE OR REGARD TO THE CONFLICT OF LAW PROVISIONS THEREOF, AND APPLICABLE FEDERAL LAW.**

**39. RELIANCE ON THIRD PARTIES.** Our ability to provide certain Services (e.g., in connection with electronic data interchange) is dependent upon our ability to obtain or provide access to third party networks. In the event any third party network is unavailable or we determine, in our discretion, that we cannot continue providing any third party network access, we may discontinue the related Service or may provide the Service through an alternate third party network. In such situations, we shall have no liability for the such unavailability or lack of access. We shall not be responsible for any services you receive from third party vendors.

**40. STATEMENT INSPECTION.** Information on transfers to or from your accounts will be reflected on your periodic statements and will be available to you on-line. We are not required to provide you with any other notice of the receipt, transmittal or debiting of wire transfers, ACH entries or bill payments.

You agree to notify us immediately if you discover: (a) any error or discrepancy between your records and the information we provide to you about your accounts or transactions (for example, in a statement, confirmation, or electronic report); (b) unauthorized transactions involving any account; (c) a breach in the confidentiality of the Passcode or User Guide; or (d) other problems related to the Services. You must send us a written notice of any discrepancy or other problem, including a statement of the relevant facts, within a reasonable time (not to exceed 15 calendar days from the date you first discover the problem or receive information reflecting the problem, whichever occurs first). If you fail to notify us within 15 calendar days, you agree that, in addition to any other limitations on our liability: (y) in the case of an erroneous funds transfer, you will be liable for all losses up to the amount thereof (as well as any loss of interest), that result from your failure to give us such notice or that might have been prevented by your giving us such notice; and (z) in the case of an unauthorized funds transfer, we will not be liable for any loss of interest that results from your failure to give us such notice or which might have been prevented by your giving us such notice.

Unless otherwise agreed, notices required by this Master Agreement must be in writing. Notices to you may be mailed or sent to you electronically at the statement, email, or mailing address shown for you in our deposit or Service records. Notices to us must be mailed to:

Georgia Banking Company  
1776 Peachtree St., NW  
Suite 300  
Atlanta, GA 30309

or delivered to any branch location of the Financial Institution.



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**41. YOUR RECORDS.** This Master Agreement and the Services are not intended to relieve you of any obligation imposed by law or contract regarding the maintenance of records or from employing adequate audit, accounting and review practices, as are customarily followed by similar businesses. You agree to retain and provide to us, upon request, all information necessary to remake or reconstruct any deposit, transmission, file or entry for ten business days following receipt by us of the deposit, file, entry, transmission, or other order affecting an account. Further, Bank may, at its discretion, and without invoking its audit or inspection rights, request that Customer provide verifications of licensing, permits and other governmental verifications and proof of compliance with its obligations under this Master Agreement. You will provide such requested information promptly following Bank's request in a form satisfactory to Bank.

### **42. TERMINATION**

(a) Either party may terminate this Master Agreement as to some or all of the Services, with or without cause, by giving 30 days prior notice to the other party.

(b) We may suspend or terminate your Services or this Master Agreement immediately and without prior notice if: (i) you breach any agreement with us or fail to comply with the Rules or Applicable Law; (ii) the confidentiality of the Security Procedures, your User ID, or your Passcode is compromised; (iii) we have reason to believe that an unauthorized transaction has taken place or may take place involving any of your accounts or any of the Services; (iv) you become insolvent or the subject of a bankruptcy, receivership, or dissolution proceeding; (v) we are uncertain as to any person's authority to give us instructions regarding your accounts or the Services; (vi) in our good faith opinion, your financial condition has become impaired; (vii) if so required by Bank, you fail to maintain a sufficient available balance in any account associated with a Service; or (viii) the continued provision of the Services would, in our good faith opinion, (1) violate Applicable Law, (2) violate any order, directive or requirement imposed on Bank by a Governmental Authority, or (3) subject us to unacceptable risk of loss. The termination of this Master Agreement will not affect the rights or obligations of the parties that arise prior to termination.

**43. INACTIVITY.** If you do not use Services for a period of 180 consecutive days, whether or not a fee is paid and whether or not there are any scheduled payments or transfers pending, your User ID may be terminated. In order to reinstate the Services, you will be required to re-enroll.

**44. RECORDING.** Bank may, but shall not be obligated to, tape or otherwise record telephone conversations and electronic communications between Bank and Customer, its Users and Administrators, or any authorized representative thereof, without notice by Bank to

any of the foregoing. You assume the responsibility for obtaining any necessary consents of, and giving notice to, any of your personnel, Users, Administrators, or any authorized representatives thereof.

**45. MISCELLANEOUS TERMS.** You will not allow others to provide instructions to us (for example, wires, transfer orders or ACH entries) on your behalf without our prior written consent. You will be solely responsible for the acts and omissions of such agents. You agree to indemnify, defend and hold us harmless from any actions, claims, proceedings, damages, losses and costs that you or we incur as a result of their actions or omissions.

(a) **Amendments** This Master Agreement, any Service Terms, any Service fees, any User Guides or any Security Procedures may be amended, updated or restated by the Bank in its sole and absolute discretion by providing Customer with prior notice, which Customer agrees may be provided solely by Bank posting an updated, amended or restated Master Agreement, Service Terms, Service fee schedule, User Guide or Security Procedures to the Bank's website at <https://georgiabanking.com/treasury-solutions-updates>

In the event that performance of Services under the Master Agreement, any Service Terms, any Service fees, any User Guides or any Security Procedures would result in a violation of any present or future statute, regulation or governmental policy to which Bank is subject, then this Master Agreement, any Service Terms, any Service fees, any User Guides or any Security Procedures shall be automatically deemed to be amended to the extent the Bank determines is necessary to comply with such statute, regulation or policy. Alternatively, Bank may terminate this Master Agreement if it deems such action necessary or appropriate under the circumstances. Bank shall have no liability to Customer as a result of any such violation, amendment or termination. If Customer uses any Services after any amendment, update or supplement to the then-current Master Agreement, Service Terms, Service fees, User Guides or Security Procedures then such use shall be deemed to constitute agreement to the terms of any such amendment, update or supplement. No practices or course of dealings between Bank and Customer, or any procedures or operational alterations used by them, shall constitute a modification of this Master Agreement, nor shall they be construed as an amendment to this Master Agreement, any Service Terms, any Service fees, any User Guides or any Security Procedures.

(b) **Entire Agreement** This Master Agreement and the Enrollment Package (including the schedules and addenda and other terms and conditions attached hereto), together with any applicable deposit agreement is the complete and exclusive statement of the agreement between Bank and Customer with respect to the subject matter hereof and supersedes all prior



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understandings, writings, proposals, representations, or communications, oral or written, between Bank and Customer with respect to such subject matter hereof and thereof. In the event of any inconsistency between the terms of this Master Agreement and any applicable deposit account agreement, the terms of this Master Agreement shall govern. In the event performance of the Services in accordance with the terms of this Master Agreement would result in a violation of any present or future statute, regulation, or government policy to which Bank is subject and which governs or affects the transactions contemplated by this Master Agreement, then this Master Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation, or policy, and Bank shall incur no liability to Customer as a result of such violation or amendment.

**(c) No Assignment** We may assign our rights and delegate our duties under this Master Agreement to a company affiliated with us or to a third party. You may not assign any right or delegate any obligation under this Master Agreement without our prior written consent.

**(d) Binding Agreement; No Third Party Beneficiaries; No Third Party Use** This Master Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns. This Master Agreement is made for the exclusive benefit of you and us. No third party has any rights under this Master Agreement. Unless you have our prior written consent, you may not use the Services to process transactions for third parties or permit others to initiate Service transactions on your behalf.

**(e) Severability** If any provision of this Master Agreement is found to be void, invalid, illegal, or unenforceable to any extent, the remainder of this Master Agreement shall not be impaired or otherwise affected and shall remain in full force and effect.

**(f) Waivers** Bank may waive enforcement of any provision of this Master Agreement. Any waiver by us must be in writing to be effective. Our waiver of any right will not be deemed a waiver of other rights or of the same right at another time.

**(g) Notices, Instructions, Etc.**

**(i)** Except as stated herein, Bank shall not be required to act upon any notice or instruction received from Customer or any other person, or to provide any notice or advice to Customer or any other person with respect to any matter.

**(ii)** Bank shall be entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been signed by an authorized representative of Customer, and any such communication shall be deemed to have been signed by

such person. Such notice shall be effective on the second business day following the day received by Bank.

**(iii)** Except as stated herein, any written notice or other written communication required or permitted to be given under this Master Agreement shall be delivered or sent by U.S. Mail, if to Customer, at the address of Customer on the books of Bank, and if to Bank, at the following address:

Georgia Banking Company  
1776 Peachtree St., NW  
Suite 300  
Atlanta, GA 30309

**(h) Relationship of Parties** Customer and Bank acknowledge and agree that the relationship between Bank and Customer is that of an independent contractor and that this Master Agreement does not establish or create a general agency, joint venture, partnership, or employment relationship between them.

**(i) Headings** Headings are used for reference purposes only and shall not be deemed a part of this Master Agreement.

**(j) Use of Name** Neither Customer nor Bank shall display any name, trademark, or service mark of the other without the prior written consent of the other. Customer shall not advertise or promote the Service without Bank's prior written consent.

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## AUTOMATED CLEARING HOUSE ORIGINATION SERVICES

### 1. ACH TRANSFERS.

**(a)** Customer requests Bank permit Customer to initiate or arrange for the initiation of Automated Clearing House ("ACH") debit and/or credit Entries to be processed by and through Bank (the "ACH Services"). Customer agrees to all terms and conditions applicable to the ACH Services and the other terms and conditions of the Master Agreement and the Security Procedures referenced therein.

**(b)** Customer acknowledges that the ACH feature of the ACH Services is an entry system for issuing funds transfer requests to the Automated Clearing House Network. Customer understands that Bank will process only certain ACH transaction types pursuant to Section 6 herein. Customer understands that its credit will be verified by Bank at the inception of the ACH Services and at least annually thereafter, and Customer authorizes Bank to check its credit and inquiry into other records related thereto.



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Customer understands and acknowledges that information gathered by Bank will be used in evaluating participation in the ACH Services and/or other relationships with Bank and its affiliates.

(c) **Risk Management Practices.** Based on the requirements of enhanced risk management practices related to the origination of ACH files, Bank may continually monitor Customer with respect to the following:

(i) Perform due diligence sufficient to form a belief that Customer has the capacity to perform its obligations in conformance with the Rules.

(ii) Assess the nature of Customer's activity and the risk it represents.

(iii) Monitor Customer's origination and return activity, relative to its exposure limit, across multiple settlement dates;

(iv) Enforce the exposure limit; and

(v) Enforce restrictions on the types of ACH transactions that may be originated.

**2. CERTAIN DEFINITIONS.** Unless otherwise defined herein, capitalized terms utilized herein shall have the meaning provided in the Master Agreement or in the National Automated Clearing House Association Operating Rules and Guidelines, as amended (the "Rules"). Bank agrees to offer Customer the option to purchase a copy of the Rules at Bank's cost upon request.

### **3. COMPLIANCE WITH RULES.**

(a) Customer agrees that all ACH Entries ("Entries") and all ACH Notices ("Notices") initiated are to be governed in all respects by the Rules and agree to be bound by and to comply with the Rules currently in effect.

(b) Customer's failure to comply with the Rules may, in the sole discretion of Bank, be grounds for Bank to terminate or suspend use of the ACH Services. Customer further agrees that Bank has the right to audit Customer's books and records to ensure compliance with the Master Agreement and the Rules.

(c) Consistent with the Rules, Customer will not disclose a Receiver's account number or routing number to any third party for such third party's use, directly or indirectly, when initiating a separate debit Entry. In addition to, and not in place of, Customer's obligations under Sections 8 and 35 of the Master Agreement, Customer will implement and maintain security policies, procedures and compliance management systems related to the initiation, processing and storage of Entries and related confidential information, including, but not limited to, policies, procedures and compliance management systems to protect against anticipated threats or hazards to the security or integrity of Entries and all confidential

information related thereto. Customer acknowledges that its obligations under this section apply equally to any agent acting on its behalf, including any Third-Party Service Provider.

### **4. TRANSMITTAL OF ENTRIES.**

(a) Pursuant to the terms of Master Agreement and the Rules, Bank is willing to act as an Originating Depository Financial Institution ("ODFI") with respect to Entries initiated by Customer using the ACH Services. Customer shall transmit to Bank those ACH Debits ("Debits") and ACH Credits ("Credits") as required in the Rules and the terms of the Master Agreement in accordance with the procedures outlined in the ACH Services. Customer will provide all information specified by Bank from time to time, which information will include, without limitation, the account number of the account to be debited or credited (as the case may be), the amount of each such Credit or Debit, and the Receiving Depository Financial Institution ("RDFI"). Bank will deliver the Entries to the ACH and Credit and Debit any accounts as required by the Entries and the Rules. Written notification of cancellation received by Customer from any Recipient will be accepted as revocation of the Authorization Agreement for preauthorized disbursements. These Service Terms shall only govern those ACH Transfer Requests initiated for the ACH Services.

(b) Customer hereby provides authorization for Bank, as the ODFI, to originate entries on behalf of the Originator to the Receiver's accounts.

**5. WARRANTIES.** With respect to Customer-originated Entries, Customer is responsible for all warranties deemed to Bank by the Rules. Without limiting the foregoing, Customer warrants and agrees that:

(a) each Entry is accurate, is timely, has been authorized by the party whose account will be credited or debited and otherwise complies with the Rules;

(b) each debit Entry is for a sum which, on the settlement date will be owing to Customer from the party whose account will be debited, is for a sum specified by such party to be paid to Customer, or is a correction of a previously transmitted erroneous credit Entry;

(c) when utilizing the option of prenotification, Customer has complied with all prenotification requirements of the Rules which includes sending prenotification three (3) business days prior to the first production Entry and acting on any changes or returns resulting from such prenotification;

(d) Customer will comply with the terms of the federal Electronic Funds Transfer Act, and Regulation E, as applicable, or Article 4A of the Uniform Commercial



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Code, as applicable and shall otherwise perform its obligations in accordance with Applicable Law;

(e) Customer will retain the original or copy of its authorization record as required by the Rules for a period of not less than two (2) years after termination or revocation of such authorization and will, upon request of Bank, furnish such original or copy to Bank; and

(f) Customer shall indemnify Bank against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any breach of any of the foregoing warranties.

**6. TYPES OF ENTRIES.** Bank will transmit debit and/or credit Entries initiated by Customer to the ACH Network as provided in the Rules and these Service Terms. ACH Standard Entry Class Codes ("SEC Codes") currently originated by Customer authorized for ACH Origination Services include the following:

(a) **CCD – Corporate Credit or Debit.** Either a credit or debit where funds are either distributed or consolidated between corporate entities.

(b) **PPD – Prearranged Payment and Deposit Direct Deposit.** The transfer of funds into a consumer's account.

(c) **Direct Payment.** Preauthorized payment is a debit application, which includes recurring bills that do not vary in amount and standing authorizations where the amount does vary.

(d) **CTX – Corporate Trade Exchange.** A format that incorporates multiple addenda records that are structured in variable length fields. The addenda records are the remittance detail for the ACH payment.

(e) **Other Entries.** Origination using other types of SEC Codes require the prior approval of Bank.

**7. PROVISIONAL CREDIT.** Customer acknowledges that the Rules make provisional any credit given for an Entry until Bank, crediting the account specified in the Entry, receives final settlement. If Bank does not receive final settlement, it is entitled to a refund from the credited party and the originator of the Entry shall not be deemed to have paid the party.

**8. FORM AND FORMAT.** Bank shall notify Customer whether Entries shall be in the form of balanced or unbalanced files. If Bank requires that Entries shall be in the form of an unbalanced file, then this means an Entry contains only the originating items for that Entry without any corresponding offset or settlement transaction.

**9. CREDIT ENTRIES.** Bank reserves the right to require that Customer pay Bank in immediately available funds at the time of transmittal or at any time prior to

settlement the amount of each credit Entry submitted by Customer.

**10. DEBIT ENTRIES.** Bank shall on the applicable Settlement Date credit the account with the amount of each debit Entry transmitted by Bank. In the event any Entry is returned in accordance with the Rules by a Receiving Depository after Bank has provided credit, Customer shall, upon demand, repay Bank the amount of the Return Entry. Bank may require Customer to maintain reserves in order to adequately cover return items.

**11. CUT-OFF TIMES.** Cut-off times are posted within GBC Business Direct. Any ACH transmission received by Bank after its daily Cut-off time shall be deemed to have been received by Bank at the opening of its next business day.

**12. ENTRY SETTLEMENT.** Customer shall provide Bank with immediately available funds not later than close of business local time on each Settlement Date sufficient to pay all Entries initiated by Customer which are to be settled on that date. Customer hereby authorizes and instructs Bank to make deposits, withdrawals and transfers to and from Customer's accounts as appropriate or necessary in connection with any of the ACH services provided by Bank under these Service Terms. Notwithstanding anything in these Service Terms to the contrary, Bank reserves the right to require that sufficient collected funds be in Customer's accounts prior to the time any Entry is processed by Bank under these Service Terms.

**13. PRE-FUNDING.** Bank reserves the right to require Customer to pre-fund an Account maintained at Bank prior to the Settlement Date of the ACH file. Bank shall determine whether pre-funding is required based on criteria established from time to time by Bank. Bank will communicate directly to Customer if prefunding is required and, if requested by Customer, will provide Customer with an explanation of its prefunding criteria. If it is determined that pre-funding is required, Customer will provide immediately available and collected funds sufficient to pay all Entries initiated by Customer prior to initiating any Entries for which pre-funding is required.

**14. SETTLEMENT.** Customer will maintain an account with Bank at all times during the term of these Service Terms and until the period for Return Entries has elapsed. Customer will maintain in the account immediately available funds sufficient to cover all credit Entries originated and returns of debit Entries originated. Customer authorizes Bank to debit its account in the amount of each file.

**15. SETTLEMENT DISCREPANCIES.** The periodic statement issued by Bank for Customer's account will reflect Entries credited and debited thereto. Customer agrees to notify Bank within a reasonable time not to



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exceed thirty (30) calendar days (except where Applicable Law provides a sixty (60) calendar day review period) after Customer receives a periodic statement of any discrepancy between Customer's records and the information in the periodic statement with respect to Entries credited and debited to Customer's account. Customer and Bank agree to cooperate with the other party in performing loss recovery efforts in the event either party may be liable to the other for damages.

**16. CANCELLATION OR AMENDMENT OF ENTRIES.** Customer has no right to cancel or amend any Entry/File after receipt of Entry/File by Bank. However, Bank shall use reasonable efforts to act on a request by Customer to cancel an Entry/File before transmitting it to the ACH Network or processing it as an on-us Entry. Bank shall have no liability if it fails to affect the cancellation.

**17. REJECTION OF ENTRIES.** Bank may reject any Entry/File, including an on-us Entry, and may reject any Entry if Customer is not otherwise in compliance with the terms of these Service Terms. Bank shall notify Customer of such rejection no later than the business day such Entry would otherwise have been transmitted by Bank to the ACH Network or, in the case of an on-us Entry, its effective Entry date. It shall be the responsibility of Customer to remake any Entries or files rejected by Bank or the ACH Operator. Bank shall have no liability to Customer by reason of the rejection of any Entry or the fact that such notice is not given at an earlier time than that provided for herein. Bank shall retain the right to reject any on-us transaction for any valid reason, such as but not limited to insufficient funds or a revoked authorization.

**18. RETURN ENTRIES.** Bank shall notify Customer of the receipt of a Return Entry from the ACH no later than one (1) banking day after the banking day of such receipt. Bank shall have no obligation to re-transmit a Return Entry if Bank complied with the terms of these Service Terms with respect to the original Entry. Customer authorizes Bank to charge back returns to Customer's designated account the amount of any Return Entry as soon as information is made available to Bank. Customer will promptly provide immediately available funds to indemnify Bank if any debit Entry is returned after Bank has permitted Customer to withdraw funds in the amount thereof or if any adjustment memorandum that relates to such Entry is received by Bank.

**19. REVERSALS.** Customer may initiate a reversing Entry or file of Entries for erroneous or duplicate transactions, as permitted by the Rules. In doing so Customer warrants that Entries or files were initiated within five (5) banking days of the original Entry or Entries and within twenty-four hours of discovery of the error. Customer further warrants that the accountholder of a reversing Entry has been notified of the reversal, and the reason for the reversal, no later than the settlement day of the reversal.

For both reversing Entries and files, Customer indemnifies all parties of the transaction(s) from and against any claim, demand, loss, liability, or expense.

**20. RESERVES.** From time to time, Bank shall evaluate Customer's transaction activity for the purpose of establishing averages for transaction frequency, amount, and returns and adjustments. These evaluations may occur annually or may occur more frequently at Bank's discretion. In connection with these evaluations, Bank reserves the right to require Customer to establish a reserve account with Bank to be funded as calculated by Bank to cover Customer's obligations to Bank arising from ACH activities under these Service Terms. The funds required to be held in the reserves account may be expressed as a fixed dollar amount or as a "rolling reserve" calculated based on "rolling" averages determined by Bank's periodic evaluations. The amount of funds in the reserve account required by Bank, if any, will be communicated directly to Customer from time to time. Customer agrees to establish and fund the reserve account as required by Bank within seven (7) banking days after receipt of a communication from Bank setting forth the amount of funds required and the basis of calculation used to determine such amount. Bank may suspend ACH processing activity for Customer if Customer fails to establish the required amount of funds in reserve account within the time period specified by Bank. Customer's obligation to maintain the reserve account shall survive the termination of these Service Terms and the Master Agreement for a period of 180 calendar days. Bank shall have the right to set-off any post-termination liabilities of Customer arising under these Service Terms against the funds in the reserve account during such 180-day period. At the conclusion of the 180-day period, funds remaining in the reserve account (if any) will be transferred to Customer. Customer's obligation to establish, maintain, and fund amounts in the reserve account are a supplement to, and not a replacement of, Customer's obligations under these Service Terms and the Master Agreement, including Customer's indemnification obligations.

**21. NAME AND ACCOUNT NUMBER INCONSISTENCY.** Customer acknowledges that, if an Entry describes the receiver inconsistently by name and account number, payment of the Entry may be made as provided in the Rules on the basis of the account number even if it identifies a party different from the named receiver.

**22. FEES.** Customer authorizes Bank to debit its designated account for services provided under these Service Terms in accordance with the terms of the Master Agreement, Bank's Fee Schedule, and any other disclosure of charges provided by Bank. Bank may change its fees from time to time upon written notice to Customer.

**23. LIABILITY; DISCLAIMERS; INDEMNIFICATION.** For the avoidance of doubt, in addition to any further limitations on Bank's liability that are provided in these





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Service Terms or exceptions thereto, and except as otherwise expressly required by Applicable Law or the Rules, Bank's liability shall be limited as set forth in the Master Agreement and all disclaimers set forth therein shall apply to the ACH Services provided under these Service Terms. For the avoidance of doubt, in addition to the indemnification obligations contained in these Service Terms, Customer shall indemnify and hold harmless Bank to the extent provided for in the Master Agreement. Further in the event that any monetary penalties are imposed by NACHA for violation of the Rules, such penalties will be recovered from Customer if Bank deems that the violation was caused by Customer's disregard of the Rules.

**24. EXPOSURE LIMITS.** The total dollar amount of Entries transmitted, frequency of origination and payment application (debits or credits) originated by Customer to Bank shall comply with approved dollar amount limits. For purposes of these Service Terms, all such exposure limits shall be set forth on a document acknowledged by Bank and Customer included with the Enrollment Package.

**25. ADDITIONAL WARRANTIES FOR SELECTED STANDARD ENTRY CLASSES.** NACHA, in its role of ensuring the safety, security, and viability of the ACH Network, has determined that certain single-use or limited-use authorizations have the potential to increase risk in the ACH system and compromise system effectiveness by increasing the incidence of returned Entries. Therefore, to qualify as an Originator of such Entries, Customer hereby warrants to Bank that with respect to each Entry corresponding to the SEC Codes set forth on a separate acknowledgement included with Enrollment Package, Customer has (a) obtained all authorizations from the Receiver as required by the Rules or Applicable Law, and these Service Terms and (b) indemnifies and holds harmless Bank from any liability arising out of or related in any way to Customer's breach of the warranties for any Entry corresponding to the respective SEC codes as agreed to by Customer and the Bank.

**26. SECURITY INTEREST.** Bank shall have the same rights to secure the prompt payment and performance of Customer's obligations to Bank with respect to these Service Terms as set forth in the Master Agreement. In the event Customer initiates insolvency or bankruptcy proceedings, Bank shall be deemed a secured party for all purposes with respect to the accounts and all amounts held in the accounts, including the reserve account under Section 20 of these Service Terms.

**27. INSPECTION.** Bank shall have the same rights of audit and inspection with respect to these Service Terms as set forth in the Master Agreement.

**28. TERMINATION OF SERVICES.** The termination provisions of the Master Agreement shall apply to these Service Terms. Any termination of these Service Terms

shall not affect any of Bank's rights or Customer's obligations with respect to any Entries initiated by Customer prior to such termination, or Customer's payment obligations with respect to the ACH Services performed by Bank prior to termination, or any other obligations that survive termination of these Service Terms. Customer's obligation with respect to any Entry shall survive termination of these Service Terms until any applicable statute of limitation has elapsed.

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## REMOTE DEPOSIT CAPTURE SERVICES

### 1. GENERAL.

(a) Customer desires Bank to provide certain electronic deposit capture services (the "Remote Deposit Capture" or "RDC"). Customer agrees to all terms and conditions applicable to RDC and the other terms and conditions of the Master Agreement and the Security Procedures referenced therein. For the avoidance of doubt, certain instructions related to RDC have been provided by Bank to Customer and are incorporated herein by reference.

(b) RDC provided by Bank to Customer will consist of all or some of the following: (i) a check scanning device ("Scanner"); and/or (ii) access to an internet browser-based software program and all related materials and documentation (collectively, the "Program"). RDC permits Customer to conduct certain payment-related activities with Bank electronically. RDC activities include the ability to produce scanned copies or other electronic images of Customer's paper checks ("Images") and electronically transmit Images to a third-party processor ("Vendor"), whose services are available to Bank. RDC permits Vendor to use electronic information, including Images, captured from submitted checks to process transactions through the Automated Clearing House ("ACH") network (each an "ACH Transaction" or "ACH Transfer") or as image replacement documents ("IRDs") as permitted under the federal Check Clearing for the 21st Century Act ("Check 21 Transactions"). RDC activities also include single or recurring ACH debit transactions authorized by customers of Customer ("Indirect Customers"). RDC are provided by Bank and Vendor for access and use by Customer. RDC also includes any Mobile Deposit Services (as defined on the Mobile Deposit Services Agreement). Customer agrees and acknowledges that Customer's use of Mobile Deposit Services, if any, shall be subject to the additional terms and restrictions as further set forth in the Mobile Deposit Services Agreement, attached hereto and incorporated herein by reference.

### 2. LAWS, RULES, AND REGULATIONS.



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(a) In addition to Customer's compliance obligations under the Master Agreement, Customer will comply with all existing and future operating procedures used by Bank for processing RDC transactions, including all laws, rules, and regulations affecting the use of checks, drafts and ACH Transactions, which are collectively referred to as the "RDC Rules" for purposes of these Service Terms. In the event of conflict between the terms of these Service Terms and the RDC Rules, the RDC Rules will control the interpretation of these Service Terms.

(b) You agree that you will not use RDC to scan and deposit any of the following checks or other items: (i) checks or items which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn; (ii) checks or items previously converted to a substitute check, as defined in Reg CC; (iii) checks or items drawn on a financial institution located outside the United States; and/or (iv) checks or items not payable in United States currency.

### **3. ITEMS ELIGIBLE FOR DEPOSIT.**

(a) Items eligible for deposit with RDC are any "check" as defined by Regulation CC. For the avoidance of all doubt, Regulation CC defines "check" as: (i) a negotiable demand draft drawn on or payable through or at an office of a bank; (ii) a negotiable demand draft drawn on a Federal Reserve Bank or a Federal Home Loan Bank; (iii) a negotiable demand draft drawn on the Treasury of the United States; (iv) a demand draft drawn on a state government or unit of general local government that is not payable through or at a bank; (v) a United States Postal Service money order; or (vi) a traveler's check drawn on or payable through or at a bank. The term "check" includes an original check and a substitute check.

(b) Any item drawn on a bank or other entity outside the United States is not eligible for deposit through RDC. Items that do not bear legible magnetic ink character recognition ("MICR") of the drawee Routing and Transit Number, drawee account number and check serial number may not be eligible for deposit through RDC. An Image created through the Program is considered an Item, as defined by Section 4-104(a)(9) of the UCC.

### **4. USE OF SCANNER AND PROGRAM BY COMPANY.**

Bank is providing the Program to Customer to allow Customer to create Images of the paper checks received from Indirect Customers and to then transmit these Images electronically for the purpose of having ACH Transactions or Check 21 Transactions initiated. Customer will use the Scanner (if provided) to ensure Image quality and compatibility with the Remote Deposit Capture Services. Customer will be responsible for necessary maintenance and repair of the Scanner. Accounts of Indirect Customers may be debited through ACH

Transactions, rather than the check clearing system. As such, the Indirect Customers will not receive their original cancelled paper checks through the check clearing system. Such paper checks will be stamped "ELECTRONICALLY PRESENTED" (or similar language) and endorsed by Customer or the Scanner and will remain with Customer for a period according to the RDC Rules, but no longer than ninety (90) days, before being destroyed by Customer. Customer will store all paper checks in a secure location and securely store all banking information obtained in connection with the Remote Deposit Capture Services.

The image of a check or item transmitted to Bank using the Remote Deposit Capture Services must be legible. The image quality of the checks and items must comply with the standards established from time to time by the American National Standards Institute, or any higher standard set by us, and with any requirements set by any clearing house we use or agreement we have with respect to processing checks or items. You agree that Bank shall not be liable for any damages resulting from a check or item's poor image quality, including those related to rejection of or the delayed or improper crediting of such a check or item, or from any inaccurate information you supply regarding the check or item. Bank reserves the right to reject any check or item transmitted through the Remote Deposit Capture Services at its discretion, without liability to you. Bank is not responsible for checks or items it does not receive in accordance with the terms set forth herein or for images that are dropped or damaged during transmission.

### **5. YOUR OBLIGATIONS TO INDIRECT CUSTOMERS.**

(a) Customer acknowledges and agrees that Customer will (1) receive Indirect Customers' paper checks, and (2) create Images from paper checks to process as ACH Transactions or Check 21 Transactions. In connection therewith, Customer will retain and then destroy Indirect Customers' paper checks and agrees to assume the following obligations:

(i) ***Provide Notification to Indirect Customers for ACH Transactions.***

Customer must provide notice to Indirect Customers that paper checks will be converted to Images, and that the transaction will be completed as an ACH Transaction, when applicable. Notice may be included on Customer's invoice to Indirect Customers and must state that, unless the Indirect Customer notifies Customer not to process Indirect Customer's checks using the Remote Deposit Capture Services, those Items will be converted to Images and processed using the Remote Deposit Capture Services.

(ii) ***Retain Paper Checks after Converting to Images.*** Paper checks will be



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handled and retained as stated above. Bank may verify the proper handling of checks by visiting Customer's office.

(iii) **Cooperation; No-Disclosure and Confidentiality.** In addition to Customer's compliance obligations, Customer agrees to cooperate with and assist Bank and its vendors to timely meet their compliance obligations under the RDC Rules. Customer will execute and deliver to Bank all such instruments as Bank may from time to time reasonably deem necessary. Customer will not disclose to any third party or agent of Customer, except as required by Laws, any account information or other personal information of Indirect Customers or others. Customer, in an area limited to select personnel, and prior to discarding, will destroy, in a manner rendering data unreadable, all material containing such account information and personal information after it has been retained for a period specified by the RDC Rules, but in no event longer than ninety (90) days.

**6. RIGHT TO USE PROGRAM/LIMITED SUBLICENSE.** Bank grants Customer a revocable, non-transferable, non-exclusive sublicense for use of the Program, subject to the terms and conditions set forth in these Service Terms. Customer acknowledges and agrees that the Program is the valuable, confidential, and proprietary property of the Vendor and agrees not to transfer, distribute, copy, reverse compile, modify or alter the Program. Bank retains all right, title and interest in and to the Program, including without limitation, GBC Business Direct applications used to provide Mobile Deposit Services, and Customer is expressly prohibited from copying, reproducing, distributing, or creating derivative works, reverse engineering or reverse compiling Bank's and/or our service provider's GBC Business Direct service or any of Bank's and/or our service provider's services or technology.

**7. DELIVERY AND INSTALLATION.** Bank will deliver credentials to Customer to use the Program. Bank will provide instruction and consultation to assist Customer in its initial installation of the Scanner and setup of the Program.

**8. MAINTENANCE.** After delivery and installation of the Scanner and/or Program and until the termination of these Service Terms, Bank will assist Customer in obtaining technical support and other information for the operation and use of the Scanner and Program. Notwithstanding the foregoing, Bank is not responsible for providing any technical support to Customer to ensure the proper operation of Customer's computer systems, including in connection with their use for RDC.

**9. ACCOUNT; FEES.** Consistent with the terms of the Master Agreement, Customer will maintain with Bank at least one demand deposit or commercial checking account for the purpose of providing available funds and for deposit of received funds in connection with the use of RDC. Customer authorizes Bank to debit its designated account for services provided under these Service Terms in accordance with the terms of the Master Agreement, Bank's Fee Schedule, and any other disclosure of charges provided by Bank. Bank may change its fees from time to time upon written notice to Customer. Customer agrees to maintain sufficient available balance in the applicable account(s) to support any transaction initiated under RDC and to cover any fees, charges, and costs Customer is obligated to pay under these Service Terms. If at any time there is not a sufficient available balance in the applicable account to cover all outstanding transactions and other payment obligations of Customer under these Service Terms, Customer agrees to immediately pay Bank, on demand, the amount of any deficiency in such outstanding transactions and obligations.

**10. RIGHT OF SETOFF.** For the avoidance of doubt, Bank has a right of setoff against any and all fees, returns and refunds owed Bank by Customer under these Service Terms as set forth in the Master Agreement.

**11. ACH TRANSFERS.** Customer acknowledges that once the paper checks become Images, the transactions may be processed by Bank and entered into the ACH network if appropriate. The transaction described on the Image (which, for the purposes of these Service Terms, shall be referred to as the "Entry" or "Entries") will be completed as an ACH Transaction. These Service Terms shall only govern those ACH Transfer requests initiated through RDC. Any non-RDC initiated request shall be governed by a separate ACH service agreement between Bank and Customer.

**12. ENTRIES.** Customer shall be responsible for the accuracy and propriety of all Entries submitted to Bank for processing, as well as responsible for obtaining all required approvals for the processing of the Entry from Indirect Customers. Customer shall be liable for each Entry and warrants that it complies with the RDC Rules.

**13. DISCREPANCIES.** In the event of any conflicts in the instructions received by Bank regarding Customer or any Entries relating to them, Bank may, at its option and with or without notice, hold or interplead, comply with the legal process or other order, or otherwise limit access by Customer or by Bank to the funds, Entries, or proceeds thereof.

**14. PROCESSING DEADLINE.** Bank has specific business day cutoffs for RDC. Files received by the on a business day by the business day cutoff will be transmitted that day to the Federal Reserve Bank for settlement on the



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effective entry day. Files received after the business day cutoff on a business day, or on a non-business day, will be processed the next business day.

**15. NOTICE OF PROVISIONAL CREDIT.** In the case of any credit Entry subject to Article 4A of the UCC, credit given by Receiving Financial Depository Institution ("RFDI") to the Recipient with respect to such an Entry is provisional until the RFDI, or the bank receiving the debit Entry, has received final settlement through a Federal Reserve Bank or otherwise has received payment as provided by the applicable Laws. If such settlement or payment is not received, the RFDI shall be entitled to a refund from the Recipient of the amount credited, and Customer shall not be deemed to have paid the Recipient the amount of the Entry.

**16. REVERSING ENTRIES.** If Customer discovers that any Entry it has initiated was in error, Customer will notify Bank immediately.

**17. REMAKES OF REJECTED ENTRIES OR FILES.** If an Entry or file is rejected due to improper processing or unexcused delays by Bank, Bank will remake such Entry or file and re-send it. If such Entry or file was rejected as a result of improper processing or the supplying of incomplete information by Customer, Customer will supply Bank with complete information for remaking the Entry or file, at Customer's expense, and Bank will send such Entry.

**18. REJECT/RETURN ACCEPTANCE.** Customer will accept reject/return items from Bank in a format prescribed by Bank. Unless otherwise instructed by Bank, Customer will not re-present reject/return items with the original source document (i.e., a paper check).

**19. UNAUTHORIZED ACCESS AND SECURITY PROCEDURES.**

(a) Customer shall be solely responsible for protecting against unauthorized access to the Scanner and the Program and any and all losses and damages arising from any unauthorized access to the Scanner and the Program.

(b) Bank will provide Customer with an administrative user name and password for Customer's Administrator(s). For the avoidance of doubt, Customer's Administrator(s) shall have the authority to: (i) determine who is authorized to use RDC; (ii) establish separate passwords for each User of RDC; and (iii) establish limits on each User's authority to access information and conduct RDC transactions. Customer is responsible for the actions of its Administrator(s), the authority such person(s) delegate(s) to Users, and the actions of the Users.

(c) Customer understands that the use of passwords and Bank service instructions is confidential and agrees to assume all risks of accidental disclosure or

inadvertent or unauthorized use by any party whatsoever, whether such disclosure or unauthorized use are due to Customer's negligence or are deliberate acts.

(d) Bank may require Customer to change its passwords at any time. Bank may deny access to RDC without prior notice if it is unable to confirm to its satisfaction any person's authority to access RDC or if Bank believes such action is necessary for security reasons.

**20. CUSTOMER'S RDC REPRESENTATIONS AND WARRANTIES.** With respect to each and every check for which Customer generates an Image in connection with RDC, Customer represents and warrants to Bank that:

(a) Each Indirect Customer shown as the payor on an Image received by Bank from Customer was from an Indirect Customer who was properly notified that the check would be converted to an ACH Entry and did not opt out of the program;

(b) Customer will only transmit eligible checks and items that Customer is entitled to endorse, and all checks and items will include all signatures required for their negotiation;

(c) Customer is bound by and has complied with all procedures and operating guidelines established by Bank, whether contained herein or subsequently created;

(d) Customer assumes responsibility for any paper check that is transmitted which for any reason is not paid;

(e) Customer will not transmit an Image or Images of the same check or item to Bank more than once; will not deposit or negotiate, or seek to deposit or negotiate, such check or item with any other party; and will not present a paper check for payment after its Image has been presented;

(f) Customer will use RDC only for Customer's own deposits and will not allow the use of RDC by way of a service bureau business, timesharing, or otherwise disclose or allow use of RDC by or for the benefit of any third party;

(g) Each Image presented by Customer is an accurate representation of the front and back of the paper check; and

(h) In the event that Customer enters MICR information manually in connection with submission of checks for RDC, Customer will not knowingly enter erroneous MICR information, including the amount of any check, and shall assume full responsibility and liability for the accuracy of manually entered check information.

**21. BANK'S LIABILITY FOR FAILURE TO COMPLETE RDC TRANSACTIONS.** Except as otherwise provided herein, Bank will process and complete all



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transfers (to and from eligible accounts) properly initiated through the Program in accordance with the terms on the Image and the terms of these Service Terms. If Bank or its processors do not complete an ACH Transaction or Check 21 Transaction on time or in the correct amount in accordance with terms on the Image and under the terms of these Service Terms, Bank's liability for Customer's losses and damages will be limited to the same extent as Bank's liability is limited under the Master Agreement. Further, Bank will not be liable to Customer in connection with RDC in the event that:

(a) through no fault of Bank, an Indirect Customer has insufficient funds in his, her, or its account to make the transfer or payment;

(b) the Scanner or the Program is not working properly, and Customer knew or should have known about the malfunction when Customer initiated use of RDC;

(c) an Indirect Customer's depository institution mishandles or delays handling ACH Transactions or Check 21 Transactions initiated by Bank;

(d) there is an error on an Indirect Customer's paper check; or

(e) anything outside the reasonable control of Bank.

In addition, for the avoidance of doubt, Bank is not responsible for any loss or damage resulting from (i) an interruption in Customer's electrical power, telephone, or internet service; (ii) the disconnecting of Customer's telephone line or internet service by Customer's providers or deficiencies in Customer's line or internet service; or (iii) any defect or malfunction of the Scanner, internet service, or telephone line.

Bank will have no obligation to honor any instruction, in whole or in part, that (i) Bank reasonably believes is used for any illegal or improper purpose or activity; (ii) Bank has reason to believe may not be authorized by you; (iii) would violate any Applicable Law or RDC Rules; (iv) is not in accordance with any other requirement stated in these Service Terms or any of Bank's policies, procedures or practices; or (v) for Bank's protection or yours, Bank has reasonable cause not to honor.

In addition to its rights under the Master Agreement, Bank reserves the right to refuse to honor an instruction or suspend or terminate RDC, in whole or in part, at any time, with or without notice to you, with or without cause, including, without limitation, if: (i) Bank has any reason to believe that your account has been compromised or mismanaged in any way, such as by unauthorized or erroneous use of your access information; (ii) Bank believes RDC are not being used for the intended, bona fide and

lawful purposes under these Service Terms; (iii) Bank has reason to believe RDC are being used in an anti-competitive manner or contrary to Bank's business interests; (iv) your account is closed, access to your account is restricted for any reason, or if you do not use RDC for a period of time; or (v) following initial enrollment you do not use RDC. Termination will not affect your liability or obligations under these Service Terms or any other agreements you have with Bank for actions that Bank has taken on your behalf.

**22. CONTINGENCY PLAN.** In the event that the Program is unavailable for any reason, Customer will make deposits in person at a Bank branch location during normal business hours on a business day.

**23. TERMINATION OF SERVICES.** The termination provisions of the Master Agreement shall apply to these Service Terms. Any termination of these Service Terms shall not affect any of Bank's rights or Customer's obligations with respect to any transaction initiated by Customer prior to such termination, or Customer's payment obligations with respect to the RDC Services performed by Bank prior to termination, or any other obligations that survive termination of these Service Terms. Customer's obligation with respect to any transaction shall survive termination of these Service Terms until any applicable statute of limitation has elapsed.

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## MOBILE DEPOSIT SERVICES

### **1. MOBILE DEPOSIT SERVICES, GENERAL.**

(a) The following provisions apply to your use of the mobile deposit services within GBC Business Direct ("Mobile Deposit Services"). To use the Mobile Deposit Services, you must have a supported mobile device (e.g., smartphone, tablet, etc.) with a supported camera and a supported operating system, have a data plan for your mobile device, and download from the internet Bank's mobile application ("Mobile App") to your mobile device. Bank does not guarantee that your particular mobile device, mobile device camera, mobile device operating system or mobile carrier will be compatible with the Mobile Deposit Services. When using the Mobile Deposit Services, you may experience technical or other difficulties. Bank does not assume responsibility for any such difficulties or any resulting damages that you may incur. For security reasons, the Mobile Deposit Services have qualification requirements, and Bank reserves the right to change the qualifications at any time without prior notice. Bank reserves the right to change, suspend or discontinue the Mobile Deposit Services, in whole or in part, or your use of the Mobile Deposit Services, in whole or in part,



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immediately and at any time without prior notice to you. Bank reserves the right to limit the number of mobile devices through which you may access the Mobile Deposit Services.

(b) Except as expressly provided herein, your rights, duties, and obligations under these Service Terms, as well as all deposits made through the Mobile Deposit Services, are subject to all limitations and terms set forth in the Master Agreement and the Service Terms, as each may be modified from time to time, including, but not limited to, those related to deposit acceptance, crediting, collection, endorsement, processing order and errors. You agree that you will not use the Mobile Deposit Services to scan and deposit any of the following checks or other items: (i) checks or items containing alteration to any of the fields on the front of the check or item (including the MICR line); (ii) checks or items that are remotely created checks, as defined in Reg CC; (iii) checks or items issued by a US federal agency; and/or (iv) money orders, savings bonds or traveler's checks.

(c) Nothing herein will be construed as requiring Bank to accept any check or item for deposit, even if Bank has accepted that type of check or item previously. Nor shall Bank be required to identify or reject any checks or items that you may scan and deposit that fail to meet the requirements herein.

**2. CHECK IMAGE.** An image of a check or item shall be deemed received when you receive a confirmation from Bank that we have received the image.

**3. FUNDS AVAILABILITY.** Bank will make funds available for checks and items received, accepted, and successfully processed through the Mobile Deposit Services according to Bank's standard funds availability policy for your Account. Bank reserves the right to impose limits on the amount(s) and/or number of deposits (over a period of time we establish) that you transmit using the Mobile Deposit Services and to modify such limits from time to time. The manner in which the checks and items are cleared, presented (or re-presented) for payment, and collected shall be in Bank's sole discretion as set forth herein.

**4. CUSTOMER'S REPRESENTATIONS AND WARRANTIES FOR MOBILE DEPOSIT SERVICES.** You represent and warrant to Bank that:

(a) Before transmission to Bank, you agree that you will restrictively endorse the back of any check transmitted through the Mobile Deposit Services: "For Mobile Deposit at Georgia Banking Company Only" or, where available, by checking the box titled "CHECK HERE IF MOBILE DEPOSIT";

(b) You will transmit to us only eligible checks that are suitable for processing, including, but not

limited to, checks that are legible and contain machine-readable MICR data;

(c) You will not deposit or re-present the original check or item with Bank or any other party;

(d) You will prominently mark the check or item as "Electronically Presented" after a check or item has posted to your Account and after transmitting the eligible check to us, you will retain the original paper checks for a minimum of five (5) calendar days, but no longer than fourteen (14) calendar days, from the transmission date (the "Retention Period"), and you will retain and store the original paper checks in a secure and locked container that is only accessible by persons needing access to such paper checks, and finally during the Retention Period and upon our request, you agree to provide us with the original paper checks; once the Retention Period has expired, you will securely and irretrievably destroy original paper checks from which you have previously created and submitted to us through use of the Mobile Deposit Services;

(e) You will not make or store a back-up copy of any check; and

(f) By your utilization of the Mobile Deposit Services you acknowledge that the third party service provider of the Mobile App may have access to the nonpublic personal information transmitted by you through the Mobile App. You understand that your use of the Mobile App and Mobile Deposit Services may be subject to your agreement to, and compliance with, certain third party terms (e.g., Apple and/or Google) and that Bank is not responsible for nor shall it be liable to you with respect to any such third party terms.

**5. FEATURE CHANGES.** Bank reserves the right to terminate, modify, add and remove features from the Mobile Deposit Services at any time in Bank's sole discretion. You may reject changes by discontinuing use of the Mobile Deposit Services. Notwithstanding any other provision in the Master Agreement or the Service Terms, your continued use of the Mobile Deposit Services will constitute your acceptance of and agreement to such changes. Maintenance to the Mobile Deposit Services may be performed from time-to-time resulting in interrupted service, delays or errors in the Mobile Deposit Services, and Bank shall have no liability for any such interruptions, delays or errors. Attempts to provide prior notice of scheduled maintenance may be made, but Bank cannot guarantee that such notice will be provided.

**6. RIGHTS.** You agree that Bank retains all ownership and proprietary rights in the Mobile Deposit Services, associated content, technology, and website(s). You agree not to copy, disassemble, decompile, or otherwise reverse engineer any part of the Mobile Deposit Services, including the Mobile App. You may use the Mobile



## MASTER TREASURY MANAGEMENT AGREEMENT

Deposit Services only for your own benefit. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Mobile Deposit Services. In the event that you attempt to use, copy, license, sublicense, sell or otherwise convey or to disclose the Mobile App or any other part of the Mobile Deposit Services, in any manner contrary to the terms of these Service Terms, Bank shall have, in addition to any other remedies available to us, the right to injunctive relief enjoining such actions.

**7. FEES.** Customer authorizes Bank to debit its designated account for services provided under these Service Terms in accordance with the terms of the Master Agreement, Bank's Fee Schedule, and any other disclosure of charges provided by Bank. Bank may change its fees from time to time upon written notice to Customer.

**8. TERMINATION OF SERVICES.** The termination provisions of the Master Agreement shall apply to these Service Terms. Any termination of these Service Terms shall not affect any of Bank's rights or Customer's obligations with respect to any transaction initiated by Customer prior to such termination, or Customer's payment obligations with respect to the Mobile Deposit Services performed by Bank prior to termination, or any other obligations that survive termination of these Service Terms. Customer's obligation with respect to any transaction shall survive termination of these Service Terms until any applicable statute of limitation has elapsed.

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## COMMERCIAL FUNDS TRANSFER SERVICE

### **1. FUNDS TRANSFER SERVICES IN GENERAL.**

**(a)** Customer desires Bank to provide certain commercial funds transfer services (the "Funds Transfer Services"). Customer agrees to all terms and conditions applicable to the Funds Transfer Services and the other terms and conditions of the Master Agreement and the Security Procedures referenced therein.

**(b)** In addition to the covenants set forth in the Master Agreement, Customer acknowledges and agrees that all Funds Transfer Services are subject to Applicable Law regarding funds transfers and payment orders, including, but not limited to, (i) Article 4A of the UCC, (ii) the recordkeeping and information transmittal requirements of federal BSA/AML laws, rules and regulations, and (iii) the applicable sections of the federal USA PATRIOT Act and implementing regulations related to KYC/CIP, and Customer acknowledges and agrees that Bank may capture and transmit information regarding

Customer (e.g., Customer's name, address and account number) and any beneficiary (e.g., beneficiary's name, address, account number, and other identifiers), as well as the purpose of the transfer, as part of the processing of Funds Transfer Services. Customer agrees to assist Bank in connection with all requirements imposed on Bank in fulfilling Bank's obligations pursuant to Applicable Law.

**(c)** Each transfer of funds or cancellation of a transfer of funds may be processed by use of the funds transfer system of the Federal Reserve banks ("Fedwire"). In addition to the covenants set forth in the Master Agreement, Customer acknowledges and agrees that the rights and obligations of Bank and Customer with respect to any transfer of funds, any part of which is carried out using Fedwire, will be governed by Applicable Law, the regulations of the Federal Reserve, and the operating circulars of the Federal Reserve banks. Each transfer of funds, or cancellation of a transfer of funds, carried out through a funds transfer system will be governed by all applicable funds transfer system rules, whether or not Bank is a member of the system. Customer acknowledges that Bank's right to reverse, adjust, stop payment, or delay posting of an executed transfer of funds is subject to Applicable Law, rules, and regulations described in this paragraph.

### **2. FUNDS TRANSFER AUTHORIZATION.**

**(a)** Customer hereby authorizes Bank to honor, execute and charge to any designated deposit account maintained by Customer at Bank (whether one or more) without restrictions or limitations as to amount (unless an amount limit or other restrictions are set forth in the Funds Transfer Authorization and Security Procedures, and to the extent Customer desires to initiate Funds Transfer Requests via the internet, contained in the Enrollment Package and provided by Customer to Bank from time to time) any and all telephonic or other verbal Funds Transfer Requests, written or email Funds Transfer Requests, or electronic Funds Transfer Requests via GBC Business Direct, whether inter-bank or intra-bank, when such requests (i) are received from a person identified as an authorized Administrator or User (for the avoidance of doubt, as defined in the Master Agreement, a person may be identified through, among other things, use of Security Procedures) and (ii) are made in compliance with Bank's transfer procedures under the Master Agreement and related disclosures. Persons identified by Customer as authorized Administrators and Users are considered to be Customer's "Authorized Persons" for purposes of the Funds Transfer Services. For the avoidance of doubt, "Funds Transfer Requests" include, without limitation, payment orders and other funds transfer instructions.

**(b)** Unless otherwise set forth on the Funds Transfer Authorization and Security Procedures exhibits, Bank is authorized to transfer funds from Customer's



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account at Bank: (i) to any other specified deposit account maintained by Customer, whether such account is with Bank or another financial institution; (ii) to any deposit account of a third party, whether such deposit account is with Bank or another financial institution (which would include, without limitation, transfers to an affiliated company with a similar but not identical name, as well as funds payable upon proper identification of any company, individual or representative of any company); (iii) for the purchase and/or sale of federal funds; (iv) for the payment of principal and/or interest on promissory notes payable to Bank, (v) for the payment of principal and/or interest on participations in promissory notes, which Bank has purchased.

**3. REPETITIVE TRANSFERS.** Customer, from time to time, may deem it necessary to establish funds transfers of a reoccurring nature where the debit and credit parties remain the same and only the date, dollar amount, and/or descriptive fields are variable ("Repetitive Transfers"). Bank is authorized to accept and process Repetitive Transfers based upon predetermined criteria (a) contained in verbal, written, or electronic instructions to Bank by a person identified as an Authorized Person, or (b) established by Customer's Users of GBC Business Direct. Each such Repetitive Transfer shall be identified by a unique alpha and/or numeric code ("Repetitive Identification Number") and shall be required by Bank when requests for Repetitive Transfers are communicated to Bank. It is Customer's sole responsibility to ensure that Repetitive Identification Numbers are known only to appropriate Authorized Persons.

### **4. FEES AND SUFFICIENT FUNDS.**

(a) Customer authorizes Bank to debit its designated account for services provided under these Service Terms in accordance with the terms of the Master Agreement, Bank's Fee Schedule, and any other disclosure of charges provided by Bank. Bank may change its fees from time to time upon written notice to Customer. If Bank so requires, Customer will pay such fees, charges, and costs before Bank will execute a request for Funds Transfer Services. Bank may also debit any of Customer's accounts for payment of such fees, charges, and costs. Customer acknowledges that Bank may amend or change its fee schedule from time to time.

(b) Customer agrees that each account to be debited will contain sufficient funds to allow for payment of each transfer of funds requested hereunder at the time that such transfer is to be made. Bank shall have no obligation to make any funds transfer unless the affected account contains sufficient funds to cover such transfer. If Bank does execute a transfer of funds that creates an overdraft, Customer shall immediately pay on demand the amount of the overdraft.

**5. RECORDATION OF CERTAIN TRANSFER ORDERS.** Bank, at its sole discretion, has the right, but not the obligation, to record all telephonic instructions received by Bank from Customer and its Authorized Persons, and may retain such recordings for a length of time deemed appropriate by Bank.

### **6. OBLIGATION TO MAKE TRANSFERS.**

(a) Bank agrees to make funds transfers and otherwise act upon requests made in compliance with these Service Terms and the other terms and conditions of the Master Agreement as promptly as practical having due regard for Bank's volume of other Funds Transfer Requests and shall incur no liability to Customer for delays in completing funds transfers after such requests have been received by Bank. Bank shall have no liability to Customer for failing to make a funds transfer or failing to take any other action on or before any deadline contained in a request or refusal to act on instructions, in the event of any disagreement or conflicting demands. Funds Transfer Requests received after a business day cutoff, as established from time to time by Bank, may be honored the following business day. Bank shall have no obligation to attempt to revoke or rescind any transfer initiated in accordance with the terms of these Service Terms. Funds Transfer Requests are accepted when they are executed.

(b) Notwithstanding the foregoing, Bank may reject a Funds Transfer Request for any reason or for no reason, including, without limitation, insufficient funds in Customer's account specified in request, inability to verify the authenticity of the request in accordance with applicable Security Procedures, or otherwise. Bank may also reject any Funds Transfer Request which it has reason to believe will be in violation of Applicable Law or any judgment, order, decree or directive of any court or Governmental Authority. In such event, Bank will have no further obligation to transmit the rejected Funds Transfer Request, if it complied with these Service Terms with respect to the original request. Bank will notify Customer by phone or mail if Bank rejects a Funds Transfer Request.

(c) If an Authorized Person (as defined herein) makes a request to revoke, cancel or amend a Funds Transfer Request, the request to revoke, cancel or amend must be received by Bank by the close of business of the business day prior to the day on which the Funds Transfer Request is to be executed. If any Authorized Person seeks to revoke, cancel or amend any previously executed Funds Transfer Request, Customer agrees to indemnify and hold harmless Bank for any resulting loss and Bank shall not be obligated to refund any monies unless and until acceptable evidence has been received by Bank that the transfer has been satisfactorily terminated or amended as to all parties, including the replacement of all funds, if deemed necessary by Bank, which were transferred by Bank to effect the funds transfer. Any refund





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shall be less all charges and expenses incurred by Bank and Bank's correspondents in connection with the funds transfer, regardless of whether such revocation, cancellation, or amendment was successful. In determining an exchange conversion rate for a refund or other purposes, the current exchange rate will be used.

**7. TIME LIMIT.** Without changing the nature of the provisions of the Master Agreement, and except to the extent the following limitation is prohibited by Article 4A of the UCC, Customer may not bring any claim against Bank, its officers, directors, agents, employees, and all persons in privity with it arising directly or indirectly out of these Service Terms or the performance of the transfers contemplated hereunder more than one (1) year after the cause of action occurred.

**8. FOREIGN TRANSFERS.** Consistent with the terms of the Master Agreement, Customer acknowledges and agrees that that it is Customer's responsibility to (a) ensure funds transfers fully comply with all rules and regulations of FinCEN and all OFAC-enforced laws and regulations, and (b) obtain information regarding FinCEN rules and regulations and OFAC-enforced sanctions. Also from time to time, Bank may experience various difficulties in transferring funds to certain countries. Those difficulties include, but are not limited to, (u) excessive delay in applying funds, (w) incorrect application of funds, (x) disappearance of funds, (y) excessively slow response to inquiries, or (z) government restriction on the transfer of such funds. Customer hereby acknowledges and assumes any expense in connection with such transfers that may be incurred by Bank in addition to normal and customary charges. Customer is obligated to comply with Applicable Law relating to the transfer of funds to foreign countries, individuals, or agencies. Noncompliance may result in the delay of funds transfers, confiscation of the entire principal amount of the transfer and/or fines, if an attempt is made to transfer funds to a sanctioned country, individual, or agency.

**9. FOREIGN CURRENCY.** If a transfer is to be converted from U.S. dollars to a foreign currency, then such conversion shall be at the correspondent bank's conversion rate at the time Bank initiates the transfer. The correspondent bank may be any financial institution Bank chooses to assist with the funds transfer.

**10. ACCOUNT RECONCILIATION.** All Funds Transfer Services will be reflected on Customer's periodic statement. Consistent with its obligations under the Master Agreement, Customer will monitor its account balances and charges, promptly notify Bank if any terminal printout, mailed report or periodic statement (each a "Report") conflicts with Customer's records, and refrain from acting on information it has reason to believe is erroneous. In addition to any other limitations on Bank's liability, if Customer fails to notify Bank of any such discrepancy within

the deadlines set forth in the Master Agreement, Customer agrees that Bank shall not be liable for any other losses resulting from Customer's failure to give such notice or any loss of interest with respect to a funds transfer that is or should have been shown.

**11. DATA RETENTION.** With respect to Funds Transfer Services involving funds amounting to \$10,000 or more, including any transaction or series of transactions that individually or in the aggregate appear to Bank to be structured to fall below such limit, Bank will retain data and documentation for a period of five (5) years in such format and method as to be accessible within a reasonable period of time. Customer agrees to maintain records of all Funds Transfer Services, regardless of amount, for no less than two (2) years following the service date and agrees to provide such records to Bank upon its request.

**12. TERMINATION OF SERVICES.** The termination provisions of the Master Agreement shall apply to these Service Terms. Any termination of these Service Terms shall not affect any of Bank's rights or Customer's obligations with respect to any transaction initiated by Customer prior to such termination, or Customer's payment obligations with respect to the RDC Services performed by Bank prior to termination, or any other obligations that survive termination of these Service Terms. Customer's obligation with respect to any transaction shall survive termination of these Service Terms until any applicable statute of limitation has elapsed.

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## ACH POSITIVE PAY SERVICES

**1. GENERAL.** Customer desires Bank to provide certain positive pay services in connection with automated clearing house transactions (the "ACH Positive Pay Services"). Subject to the terms and conditions of the Master Agreement and the Security Procedures referenced therein, Bank shall provide the ACH Positive Pay Services to Customer, which allows Customer to guard against unauthorized Automated Clearing House ("ACH") activity in Customer's deposit accounts at Bank.

**2. DEFINITIONS.** The following defined terms apply to the ACH Positive Pay Services:

(a) "**ACH Transaction(s)**" shall refer to certain electronic funds transfers that settle within a financial institution or between financial institutions according to the Rules.

(b) "**Debit Entry**" shall refer to any ACH Transaction which has the intended result of removing funds from Customer's demand deposit account(s).



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(c) “**Exception Item**” shall mean a presented Entry that does not satisfy the criteria outlined in the Instructions.

(d) “**Exception Item Listing**” shall mean a list describing Exception Items that is made available by Bank to Customer at Customer’s election in order for Customer to provide to Bank Customer’s Pay Request or Return Request for each Exception Item contained therein.

(e) “**Pay Request**” shall mean the instruction of Customer to Bank ordering Bank not to return an Exception Item (i.e., to process the Exception Item).

(f) “**Return Request**” shall mean the instruction of Customer to Bank ordering Bank to return an Exception Item.

Unless otherwise defined herein, any capitalized term shall have the meaning given to it by the Master Agreement or the Rules.

### **3. ACH POSITIVE PAY SERVICES.**

(a) Customer agrees to all terms and conditions applicable to the ACH Services, including the terms and conditions of these ACH Positive Pay Services, the other terms and conditions of the Master Agreement and the Security Procedures referenced therein. As a condition to providing the ACH Positive Pay Services, Customer will provide Bank with instructions in a form acceptable to Bank regarding ACH Transaction activity that should be allowed, be blocked, or create an Exception Item (the “Instructions”). Customer agrees to use the form of Instruction acceptable to Bank, which is set forth in the Enrollment Package.

(b) Bank will process Debit Entries according to the Instructions. Bank is not obligated to follow the Instructions (i) if any Instruction violates Applicable Law or the Rules and (ii) unless all of Bank’s specified requirements and conditions for processing Debit Entries have been met. Customer acknowledges that Bank is not responsible for detecting any error contained in any Pay Request or Return Request sent by Customer to Bank.

(c) Any Debit Entry that is presented against your Account that does not meet the requirements set forth in the Instructions will either (i) be returned by us as unauthorized according to the Rules or (ii) create an Exception Item, depending on the Instructions. We will suspend any Entry that is an Exception Item. Each Business Day, we will make available an Exception Item Listing. With respect to each Exception Item included in an Exception Item Listing, you must provide a Pay Request or Return Request to us prior to the Business Day Cutoff on the Business Day that the Exception Item Listing is made available to you. If we do not receive a timely Pay Request from you with respect to an Exception Item, you authorize

us to return the Exception Item. You acknowledge and understand that it is your sole responsibility to present to us the necessary, timely Pay Request(s) for all Exception Items or they will be returned. You further acknowledge and understand that Bank shall not be obligated to comply with any Pay Request or Return Request received in a format or medium, after a deadline, or at a place not permitted by Bank, but may instead treat such a Pay Request or Return Request as though it had not been received.

### **4. LIMIT OF LIABILITY.**

(a) ***Dispute over ACH Transactions.*** Customer acknowledges that, in the event of a dispute regarding ACH Transactions, Bank must act according to Applicable Law and the Rules. Customer agrees to indemnify and hold Bank (and its officers, directors, shareholders, agents, employees, and affiliates, and their respective officers, directors, agents and employees) harmless from and against any and all losses, costs, suits, damages, claims, liabilities and expenses (including reasonable attorneys’ fees) arising from or related in any way to the use of the ACH Positive Pay Services by Customer.

(b) ***Identification of ACH Transactions.*** Customer and Bank acknowledge that ACH Transactions are originated according to certain processing Rules which require the use of an Originator Name and Originator Identification Number embedded in the transaction to identify its source, and this embedded data is a critical component of Bank’s ability to monitor and identify ACH Transactions based on the Instructions. Bank shall act in good faith to process the Instructions. However, if the identifying information in the ACH Transaction is inconsistent or is described inconsistently by Customer in the Instructions, Bank shall be held harmless for posting such ACH Transactions to Customer’s account, and any dispute related to such an ACH Transaction shall be between Customer and the Originator of the transaction.

(c) ***Right to Suspend Services.*** Without liability to any party, and without limiting any other right or remedy available to Bank, Bank shall be entitled to cease or suspend the ACH Positive Pay Services, in whole or in part, in Bank’s sole and absolute discretion and with or without notice to Customer, if Customer fails to properly perform its duties, obligations, and responsibilities in connection therewith, or commits any act or omission which impairs Bank’s ability to provide or prevents Bank from providing the ACH Positive Pay Services.

(d) ***Examination of Account Statements.*** Consistent with its obligations under the Master Agreement, nothing herein shall be construed as relieving Customer of its normal due diligence responsibilities regarding the examination of account statements and individual ACH Transactions to detect exceptions outside the scope of the



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ACH Positive Pay Services. Bank shall not be liable for any loss arising from Customer's failure to exercise its responsibilities regarding due diligence.

(e) **Hold Harmless.** Customer shall hold the Bank harmless for any damages, losses, fines, fees, taxes, legal expenses, or actions at law arising from the return (dishonor) of any ACH Transaction if such ACH Transaction resulted from the correct application of the Instructions.

### 5. SECURITY PROCEDURES.

(a) Unless otherwise provided in writing, the Security Procedures outlined in the Master Agreement shall apply to the ACH Positive Pay Services. Notwithstanding the foregoing, Bank, in its sole and absolute discretion, may elect to specify certain supplemental Security Procedures that relate to the ACH Positive Pay Services. When such procedures are specified, Customer agrees that the purpose of the Security Procedures is to verify the authenticity of the Instructions submitted by Customer. Customer's continued use of the ACH Positive Pay Services following receipt of any supplemental Security Procedure specifications from Bank constitutes Customer's acceptance of such supplemental Security Procedures, including Customer's acknowledgement that such supplemental Security Procedures are commercially reasonable and Customer's agreement that all Instructions communicated by Customer hereunder will comply with such supplemental Security Procedures.

(b) Customer agrees to establish and maintain internal procedures to adequately safeguard against unauthorized Instructions, and to limit access to the ACH Positive Pay Services to only those Administrators and Users whom Customer has authorized to act on its behalf with respect thereto. Any Instruction (including a request for cancellation, amendment, or reversal of an Instruction) or other communication delivered to Bank that purports to have been submitted or authorized by Customer in accordance herewith shall be effective and binding upon Customer, even if the Instruction was not in fact authorized by Customer, provided Bank has acted in good faith.

(c) If Customer believes the Security Procedures have been compromised or that confidential information regarding the use of the ACH Positive Pay Services has become known to any individual who might initiate unauthorized Instructions, Customer agrees to promptly notify Bank to initiate such corrective action as might be necessary to prevent unauthorized access to the ACH Positive Pay Services.

6. PROHIBITED TRANSACTIONS. Customer agrees not to use or attempt to use the ACH Positive Pay Services: (a) to engage in any illegal purpose or activity or to violate Applicable Law or the Rules; (b) to breach any contract or agreement by which Customer is bound; (c) to

engage in any internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction; or (d) to engage in any transaction or activity that is not specifically authorized and permitted hereby. Customer acknowledges and agrees that Bank has no obligation to monitor Customer's use of the ACH Positive Pay Services for ACH Transactions and activity that is impermissible or prohibited hereunder; *provided, however*, that Bank reserves the right to decline to execute any ACH Transaction or activity that Bank believes may violate these terms.

7. FEES. Customer authorizes Bank to debit its designated account for services provided hereunder in accordance with the terms of the Master Agreement, Bank's Fee Schedule, and any other disclosure of charges provided by Bank. Bank may change its fees from time to time upon written notice to Customer.

8. TERMINATION OF ACH POSITIVE PAY SERVICES. The termination provisions of the Master Agreement shall apply to the ACH Positive Pay Services. Any termination thereof shall not affect any of Bank's rights or Customer's obligations with respect to any transaction initiated by Customer prior to such termination, or Customer's payment obligations with respect to the ACH Positive Pay Services performed by Bank prior to termination, or any other obligations that survive termination of the ACH Positive Pay Services. Customer's obligation with respect to any transaction shall survive termination of these ACH Positive Pay Services until any applicable statute of limitation has elapsed.

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## POSITIVE PAY SERVICES

1. GENERAL; DEFINITIONS. Subject to the terms and conditions of the Master Agreement and the Security Procedures referenced therein, Customer desires Bank to provide certain account reconciliation and positive pay services (the "Positive Pay Services"), for which the following definitions will apply:

(a) **Positive Pay:** A check fraud prevention product that validates checks presented to the Bank and automatically matches the items against the check records entered by the Customer into GBC Business Direct.

(b) **Issue File:** A file or group of issued check items extracted from the Customer's electronic files and uploaded into GBC Business Direct for positive pay comparison.

(c) **Issue:** A paper check that the Customer has issued to a payee; does not include ACH debit or credit items.



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(d) **Exception Item:** When an issue clears the banking system that does not match certain variables (i.e., check amount, check number, issue date) of that same issue in the register on GBC Business Direct platform (an “Exception Item”), it is flagged as an Exception Item and presented to the Customer for payment decision.

### **2. POSITIVE PAY ACCOUNT RECONCILIATION PROCESSING.**

(a) The Positive Pay Services are an optional feature for Interface customers to prevent fraudulent check items from being paid against the business account. The Positive Pay Services provide fraud protection by validating the items presented for payment against Customer’s Issue File. The Issue File is loaded by the Customer into GBC Business Direct. Positive pay will compare by check number, issue date and dollar amount. Successfully matched comparisons will result in the payment of the item. When a successful match cannot be made, the item will be flagged as an Exception Item and presented back to the Customer for payment decision. Exception Items will be available to the Customer for review and payment decision by the open of each business day.

(b) Account reconciliation works in conjunction with Positive Pay. Reconciliation reports are generated by the submission of the Issue File into GBC Business Direct. Account reconciliation reports are made available to the Customer on an agreed upon schedule of information remittance.

**3. NOTIFICATIONS.** In the event an Exception Item is identified, the Customer will be notified via the method of their choosing within the “ALERTS” service of GBC Business Direct. ALERTS must be set up by each Positive Pay user for notification.

**4. CUTOFF TIME FOR POSITIVE PAY EXCEPTION ITEM DECISIONS.** The cutoff time to decide whether to pay or return an Exception Item is 1:00 PM EST. After this time, a default decision of RETURN will be made. The default decision can be amended in the form of a signed authorization from the business customer.

**5. ISSUE FILES.** Issue Files must be uploaded into GBC Business Direct platform by 5:00 pm EST, Monday-Friday for same day processing.

### **6. SECURITY PROCEDURES.**

(a) **General.** Bank and Customer agree that the Security Procedures set forth in the Agreement and these Service Terms are commercially reasonable. Customer agrees the Security Procedures provide an appropriate level of security for the positive pay orders and Customer Issue Files. Customer expressly represents it has not withheld any information or circumstances from Bank

which would indicate supplemental or heightened Security Procedures are required for these Service Terms.

(b) **Change to Security Procedure.** At its discretion, Bank may periodically add to or delete any procedures (security or otherwise) established under these Service Terms and the related Master Agreement, consistent with the notice provisions in the Master Agreement (as applicable).

**7. FEES.** Customer authorizes Bank to debit its designated account for services provided under these Service Terms in accordance with the terms of the Master Agreement, Bank’s Fee Schedule, and any other disclosure of charges provided by Bank. Bank may change its fees from time to time upon written notice to Customer.

**8. TERMINATION OF SERVICES.** The termination provisions of the Master Agreement shall apply to these Service Terms. Any termination of these Service Terms shall not affect any of Bank’s rights or Customer’s obligations with respect to any transaction initiated by Customer prior to such termination, or Customer’s payment obligations with respect to the Positive Pay Services performed by Bank prior to termination, or any other obligations that survive termination of these Service Terms. Customer’s obligation with respect to any transaction shall survive termination of these Service Terms until any applicable statute of limitation has elapsed.

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## LOAN SWEEP SERVICES

### **1. LOAN SWEEP SERVICES.**

(a) Customer desires Bank to provide certain loan sweep services (“Loan Sweep Services”). Bank hereby offers and, to the extent elected by Customer, Customer agrees to all terms and conditions applicable to the Loan Sweep Services, including the general terms and conditions of the Master Agreement and the Security Procedures referenced therein.

(b) Customer has established a deposit account (“Deposit Account”) with Bank, identified in the Enrollment Package, from which funds in excess of a specified minimum balance (as defined herein, the “Base Balance”) shall be swept from the Deposit Account at the close of each Business Day and credited by Bank on behalf of Customer to its established line of credit account (the “Loan Account”), identified in the Enrollment Package, subject to the agreement by Customer to sweep from the Loan Account to the Deposit Account should the Deposit Account fall below the Base Balance at the end of each Business Day.



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(c) For purposes of these Service Terms, "Base Balance" means the means collected funds Customer's Deposit Account in the amount listed in the Enrollment Package.

**2. DAILY MAINTENANCE.** At the close each Business Day, Bank shall calculate the Base Balance and shall thereafter take the following actions:

(a) Any excess over the Base Balance in the Deposit Account shall be removed by Bank from the Deposit Account and shall be credited on behalf of Customer to the Loan Account.

(b) If the balance in Customer's Deposit Account is less than the Base Balance, Bank shall retain funds from the Loan Account in an amount sufficient, if available, to increase the balance in Customer's Deposit Account to the Base Balance.

**3. LOAN PAYMENTS.** Funds swept from the Deposit Account to the Loan Account pursuant to these Service Terms will not satisfy any loan payment due (principal, interest or late fees). Payments due on the Loan Account should be made by Customer in accordance with the loan agreement.

**4. NON-TRANSFERABILITY.** The participation by Customer in these Service Terms is not transferable or negotiable. Nothing herein shall limit or restrict the right of Customer to withdraw funds or write checks or otherwise engage in transactions in the Deposit Account as authorized by law and permitted in the Master Agreement or Account Agreement.

**5. GARNISHMENT.** Should Bank receive a garnishment against Customer in excess of the collected funds in the Deposit Account, plus other Customer Accounts with Bank, these Service Terms shall be suspended immediately until such time as the garnishment has been satisfied.

**6. FDIC INSURANCE.** Loan Sweeps will be discontinued in the event of bank failure. Funds remaining in the Deposit Account will be insured according to the rules of the FDIC.

**7. CHANGE IN TERMS AND CONDITIONS; INTERNAL PROCEDURES.** Notwithstanding the terms of the Master Agreement or Account Agreement, Bank retains the right to amend or revise the terms and conditions of these Service Terms with Customer upon seven (7) days prior notice. Bank also retains the right to adopt and revise internal practices and procedures relating to its operations which internal practices and procedures may impact from time to time the manner or timing of certain transactions involved in these Service Terms.

**8. FEES.** Customer authorizes Bank to debit its designated account for services provided under these

Service Terms in accordance with the terms of the Master Agreement, Bank's Fee Schedule, and any other disclosure of charges provided by Bank. Bank may change its fees from time to time upon written notice to Customer.

**9. TERMINATION OF SERVICES.** The termination provisions of the Master Agreement shall apply to these Service Terms. Any termination of these Service Terms shall not affect any of Bank's rights or Customer's obligations with respect to any transaction initiated by Customer prior to such termination, or Customer's payment obligations with respect to the Loan Sweep Services performed by Bank prior to termination, or any other obligations that survive termination of these Service Terms. Customer's obligation with respect to any transaction shall survive termination of these Service Terms until any applicable statute of limitation has elapsed.

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## ZERO BALANCE ACCOUNT SERVICES

**1. ZBA SERVICES, GENERAL.** Customer desires Bank to provide zero balance account ("ZBA") services for selected Customer deposit accounts (the "ZBA Services"). Bank hereby offers and, to the extent elected by Customer, Customer agrees to all terms and conditions applicable to the ZBA Services, including the general terms and conditions of the Master Agreement and the Security Procedures referenced therein.

**2. MASTER ACCOUNT.** Customer has established a deposit account with Bank (the "Master Account"), identified in the Enrollment Package.

**3. ZBA/IMPRESSED BALANCE ACCOUNT.** In addition to the Master Account, Customer has established one or more deposit accounts with Bank (individually, a "ZBA/Impressed Balance Account"), identified in the Enrollment Package. With respect to each ZBA/Impressed Balance Account, Customer has also established a specified minimum balance (a "Target Balance"), in each case as indicated in the Enrollment Package. The Target Balance in ZBA/Impressed Balance Account refers to collected funds in the account.

**4. DAILY MAINTENANCE.** At the close each Business Day, Bank shall calculate the Target Balance and thereafter take the following actions:

(a) Any excess over the Target Balance in the ZBA/Impressed Balance Account will be removed by Bank from the ZBA/Impressed Balance Account and credited on behalf of Customer to the Master Account.



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(b) If the balance in Customer's ZBA/Impressed Balance Account is less than the Target Balance, Bank will transfer funds from the Master Account in an amount sufficient, if available, to increase the balance in ZBA/Impressed Balance Account to the Target Balance.

**5. FEES.** Customer authorizes Bank to debit its designated account for services provided under these Service Terms in accordance with the terms of the Master Agreement, Bank's Fee Schedule, and any other disclosure of charges provided by Bank. Bank may change its fees from time to time upon written notice to Customer.

**6. TERMINATION OF SERVICES.** The termination provisions of the Master Agreement shall apply to these Service Terms. Any termination of these Service Terms shall not affect any of Bank's rights or Customer's obligations with respect to any transaction initiated by Customer prior to such termination, or Customer's payment obligations with respect to the ZBA Services performed by Bank prior to termination, or any other obligations that survive termination of these Service Terms. Customer's obligation with respect to any transaction shall survive termination of these Service Terms until any applicable statute of limitation has elapsed.

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### ONLINE BILL PAYMENT SERVICE

**1. ONLINE BILL PAYMENT SERVICE.** Customer may make payments to others from one or more of its designated checking accounts with Bank via the Online Bill Payment Service ("Bill Payment Services"). If you link more than one checking account to the Bill Payment Service you must specify which account you wish to use when making payments. Customer agrees to all terms and conditions applicable to the Bill Payment Services and the other terms and conditions of the Master Agreement and the Security Procedures referenced therein.

**2. ELIGIBLE PAYEES.** We reserve the right to determine who may be an eligible payee of online payments. You may not use the Bill Payment Services to pay taxes. Unless we advise you otherwise, payments may be made only to payees located in the United States.

**3. INITIATING PAYMENTS.** To initiate a payment, you must specify the person or business you are paying, the date for processing your payment, the amount to be paid, and (if you have one) your account number with payee. The first time you request a payment to be made to a payee, you must also specify the payee's address and the number of the account from which the payment is to be made. We may modify the payee's address to accommodate special processing requirements. We will

send your payment to the payee either by transferring the funds electronically or by mailing a check to the payee.

**4. AUTOMATIC RECURRING PAYMENTS.** You may use the bill payment function to arrange for the automatic payment of bills that have a fixed frequency and amount. Once your automatic bill payment arrangements are established, we will make the payments without further request by you. If the payment due date for an automatic payment falls on a weekend or holiday, the payment may be made the next business day following such weekend or holiday.

**5. CHARGING YOUR ACCOUNT.** When you transmit a payment request, you authorize us to charge your designated account on the date we process the payment (e.g., the day we initiate payment by an ACH entry or pay a check). We may treat online checks with the same effect as if you had signed them.

**6. SCHEDULING BILL PAYMENTS.** Our online system will ask you to specify a "Process Date" for each payment. Since we cannot initiate a payment by check or ACH transfer earlier than the business day following our receipt of your instruction, you may select any business day other than the current date as the Process Date. You should enter and transmit your payment instructions to us 5-to-10 business days before your payment is due (without regard to any grace period). The first time you initiate a bill payment for a specific payee, you must provide us with the necessary payment information and instructions at least 10 business days in advance of the date you want us to initiate payment. Although we may be able to pay certain payees electronically within three business days of the process date, it may take longer for payments sent by mail, depending on the location of the payee and the speed of the mail. It is your responsibility to request that payments be made in such a manner that they will be received by the payee in a timely fashion. You are solely responsible for any damages, such as late charges, that may be imposed as a result of your failure to identify the correct Process Date and transmit your payment instructions to us or the payee in a timely manner. To ensure that critical or time-sensitive payments are received by any required due date, you should consider establishing Process Dates (especially for payees that will receive payments by mail) well in advance of the payment due date.

You acknowledge that Bank is relying on electronic systems and the U.S. Postal Service in processing and executing online billing requests for the Bill Payment Services. You agree and acknowledge that sometimes electronic systems fail and that the U.S. Postal Service does not deliver items in a timely manner. You hereby agree that Bank shall not be responsible for any late fees, or interest charges that you incur as a result of any payment you initiated through the Bill Payment Services arriving later than the date it was due, except in situations where the payment arrived late solely



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because of the gross negligence of Bank.

**7. CANCELLING BILL PAYMENTS.** If you make a mistake or decide to cancel a payment order you have entered in our system, you can cancel it on the same day by sending us a cancellation request prior to our then-current cutoff hour for such requests.

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### WIRE TRANSFER SERVICES

**1. WIRE SERVICES, GENERALLY.** Customer may transfer funds by wire to others from one or more of its designated accounts with Bank to any other account(s) specified by the Customer, whether such accounts are at Bank or another bank or financial institution via Bank's Wire Transfer Services ("Wire Services"). Customer agrees to all terms and conditions applicable to the Wire Services (the "Wire Services Terms") and the other terms and conditions of the Master Agreement and the Security Procedures referenced therein.

The party to whom the Customer transfers funds is the "Beneficiary." The financial institution at which the Beneficiary maintains the account to which the funds are being transferred or the bank disbursing the funds to the beneficiary is the "Receiving Institution." The entire series of transactions, commencing with the request for Wire Services by the Customer, up until and including the payment to the Beneficiary at the Receiving Institution, is a "Wire Transfer." Customer's instruction to Bank to send a Wire Transfer is a "Wire Transfer Request." Customer may initiate a Wire Transfer in person at a Bank branch or electronically via GBC Business Direct. Bank may assign a code number to individual or recurring Wire Transfer Requests. If a code number is assigned, Customer agrees to use the number in conveying Wire Transfer Request instructions and questions related thereto to Bank.

**2. COMPLIANCE.** In addition to the covenants set forth in the Master Agreement, Customer acknowledges and agrees that all Wire Services are subject to Applicable Law regarding funds transfers and payment orders, including, but not limited to, (i) Article 4A of the UCC, (ii) the recordkeeping and information transmittal requirements of federal BSA/AML laws, rules and regulations, and (iii) the applicable sections of the federal USA PATRIOT Act and implementing regulations related to KYC/CIP, and Customer acknowledges and agrees that Bank may capture and transmit information regarding Customer (e.g., Customer's name, address and account number) and any beneficiary (e.g., beneficiary's name, address, account number, and other identifiers), as well as the purpose of the Wire Transfer, as part of the processing of Wire Services. Customer agrees to assist Bank in connection with all requirements imposed on Bank in fulfilling Bank's obligations pursuant to Applicable Law.

**3. RECURRING TRANSFERS.** Customer, from time to time, may deem it necessary to establish Wire Transfers of a recurring nature where the debit and credit parties remain the same and only the date, dollar amount, and/or descriptive fields are variable ("Recurring Transfers"). Bank is authorized to accept and process Recurring Transfers based upon predetermined criteria (a) contained in verbal, written, or electronic instructions to Bank by a person identified as an Authorized Person, or (b) established by Customer's Users of GBC Business Direct. Each such Recurring Transfer shall be identified by a unique alpha and/or numeric code ("Recurring Identification Number") and shall be required by Bank when requests for Recurring Transfers are communicated to Bank. It is Customer's sole responsibility to ensure that Recurring Identification Numbers are known only to appropriate Authorized Persons.

**4. FEES.** Customer is responsible for all fees and costs associated with the Wire Services, as set forth Bank's Service fee schedule, and the amount of any Wire Transfer Request initiated by Customer or its Authorized Agents. Further, Customer authorizes Bank to debit its designated account for all Wire Services in accordance with the terms of the Master Agreement, Bank's Fee Schedule, and any other disclosure of charges provided by Bank. Bank may change its fees from time to time upon written notice to Customer. If Bank so requires, Customer will pay such fees, charges, and costs before Bank will execute a Wire Transfer Request. Bank may also debit any of Customer's accounts for payment of such fees, charges, and costs.

Customer agrees that each account to be debited will contain sufficient funds to allow for payment of each Wire Transfer at the time that such Wire Transfer Request is made. Bank shall have no obligation to make any Wire Transfer unless the affected account contains sufficient funds to cover such transfer. If Bank does execute a Wire Transfer Request that creates an overdraft, Customer shall immediately pay on demand the amount of the overdraft.

**5. RECONCILIATION.** All Wire Transfers will be reflected on Customer's periodic statement. Consistent with its obligations under the Master Agreement, Customer will monitor its account balances and charges, promptly notify Bank if any terminal printout, mailed report or periodic statement (each a "Report") conflicts with Customer's records, and refrain from acting on information it has reason to believe is erroneous. In addition to any other limitations on Bank's liability, if Customer fails to notify Bank of any such discrepancy within the deadlines set forth in the Master Agreement, Customer agrees that Bank shall not be liable for any other losses resulting from Customer's failure to give such notice or any loss of interest with respect to a funds transfer that is or should have been shown.

**6. PROCESSING.** All Wire Services will conform to the procedures that Bank may from time to time prescribe,



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including those set forth in the User Guide and Security Procedures. Bank's liability, duties, responsibilities, and rights are as described in the Master Agreement and set forth in these Wire Services Terms.

**7.** Customer is responsible for verifying the completeness and accuracy of the information recorded on the Wire Transfer Request. Bank is not responsible for errors in Wire Transfers due to Customer providing incomplete, inaccurate or fraudulent information. Customer acknowledges and agrees that delays may arise in delivery to a Beneficiary or its Receiving Institution through no control of Bank and that submission of a Wire Transfer Request to Bank does not constitute a guarantee of funds delivery.

**8.** As set forth in the Master Agreement, Customer is responsible for maintaining and implementing Internal Security Controls and ensuring that all computers, equipment, and communication systems used to submit Wire Transfer Requests – whether via access to GBC Business Direct or by other means – are secured against unauthorized access.

**9. REVOCAION.** Customer may not modify, change, or alter a Wire Transfer Request once submitted to and accepted by Bank. Initial revocation notice may be verbal or in writing, but any verbal notice must be promptly confirmed in writing by Customer. Bank will act in good faith to revoke the Wire Transfer Request and shall have a reasonable time in which to act thereon following confirmation of receipt. Notwithstanding the foregoing, Customer shall remain liable for all fees and amounts related to any authorized Wire Transfer Request submitted to Bank until the revocation of such Wire Transfer Request has been confirmed by Bank.

**10. RECORDATION OF CERTAIN TRANSFER ORDERS.** Bank, at its sole discretion, has the right, but not the obligation, to record all telephonic instructions received by Bank from Customer and its Authorized Persons, and may retain such recordings for a length of time deemed appropriate by Bank.

**11. FUNDS IN U.S. DOLLARS.** Regardless of whether a Wire Transfer Request is submitted by Customer for domestic or international payment, all Wire Transfer Requests shall be submitted to Bank in United States dollars. In the event a Wire Transfer Request involves a currency other than United States dollars, Customer agrees that Bank will convert said funds into United States dollars at the current exchange rate for such currency at the time of processing. In no event will Bank be liable to Customer for any losses arising from currency conversions in good faith within a reasonable time after receiving funds for the conversion. International Wire Transfers may also be subject to foreign taxes and fees, for which Customer shall remain solely responsible and which Bank may offset

against the amount of funds to be transferred under the Wire Transfer Request.

**12. DATA RETENTION.** With respect to Wire Transfer Requests involving funds amounting to \$10,000 or more, including any transaction or series of transactions that individually or in the aggregate appear to Bank to be structured to fall below such limit, Bank will retain data and documentation for a period of five (5) years in such format and method as to be accessible within a reasonable period of time. Customer agrees to maintain records of all Wire Transfer Requests, regardless of amount, for no less than two (2) years following the service date and agrees to provide such records to Bank upon its request.

**13. TERMINATION.** The termination provisions of the Master Agreement shall apply to these Wire Services Terms. Any termination of these Wire Services Terms shall not affect any of Bank's rights or Customer's obligations with respect to any transaction initiated by Customer prior to such termination, or Customer's payment obligations with respect to the Wire Services performed by Bank prior to termination, or any other obligations that survive termination of these Wire Services Terms. Customer's obligation with respect to any transaction shall survive termination of these Wire Services Terms until any applicable statute of limitation has elapsed.