



eBusiness and Treasury Management Services Master Agreement

THIS MASTER AGREEMENT REQUIRES THAT THE PARTIES RESOLVE DISPUTES UNDER THIS AGREEMENT IN INDIVIDUAL ARBITRATION. THE TERMS OF THE ARBITRATION CLAUSE AND WAIVER OF CLASS ACTION APPEAR ON PAGES 10-12 OF THIS MASTER AGREEMENT.

This eBusiness and Treasury Management Services Master Agreement (the "Agreement") between Academy Bank, N.A. ("us", "we", "Bank") and the Client(s) ("you", "your", "client") as set forth on Schedule A applies to certain services which we provide for you to use to conduct business on your Account. This Agreement establishes the rules that cover your electronic access to your Account(s) through our Digital Banking System (the "AB Digital System") or through certain third-party systems ("3P System") authorized by us. The AB Digital System and the 3P System are collectively referred to as "AB Banking Systems." When you use or permit any other person to use the AB Banking Systems on your behalf, you agree that such person's use will be governed by the terms contained in this Agreement. By executing this Agreement, you agree that all of your business accounts with us (each an "Account" and collectively the "Accounts") may be accessed through the AB Banking Systems. If you wish to exclude a specific business account from this Agreement, you must speak to a Treasury Services professional to discuss your options in that regard.

If you are an existing Treasury Management Services customer of the Bank, then this Agreement supersedes and replaces all prior Treasury Management Agreements and all prior agreements governing the eBusiness Services (as defined below). Your continued use of the eBusiness Services after receiving notice of this Agreement constitutes acceptance of these terms and conditions.

There are two kinds of services available to you under the terms of this Agreement. The first of those services are those that provide the convenience of electronic banking through the AB Digital System and are collectively known as the "AB Digital Services". These include electronic access to daily banking and the ability to conduct certain transactions such as:

- a. Account to Account Transfers when both accounts are at Academy Bank
- b. Review of Account Transactions and Statements
- c. Viewing of Transaction Images
- d. Initiation of Stop Payment Orders
- e. Mobile deposit
- f. Any other features or digital services added under this Master Agreement

In addition, through the AB Banking Systems, we can provide specialized, treasury management services (collectively the "eBusiness Services"). At present the eBusiness Services are:

1. Remote Deposit Capture ("RDC")
2. Wire Transfers
3. Lockbox Services
4. Automated ACH Originations
5. Positive Pay for checks or ACH Transactions
6. Bill Pay

This Agreement applies to commercial, business accounts. It does NOT apply to consumer accounts or those primarily maintained for personal, family, or household uses. You must immediately notify us if any Account enrolled under this Agreement is or becomes primarily used for personal, family for household uses.

The terms of this Agreement apply to each of the eBusiness Services referenced above. In addition to this



Agreement, each of the eBusiness Services has terms and conditions specifically directed to the use of each such service and are attached hereto in the Addenda. This Agreement, the Addenda, the Deposit Account Agreement (“DAA”), and the additional rules and policies incorporated into the DAA, unless expressly modified as set forth herein, all apply to our relationship. We may from time to time add to or change the types and scope of the services offered as part of the AB Digital System included under this Agreement with or without prior notice to you. If we are required to provide you notice of such changes, we will send notice to the address you designate. Continued use of the AB Digital System or eBusiness Services after any such change shall be evidence of your agreement to such modifications. By executing this Agreement or by your use of any one or more of the AB Digital or eBusiness Services, you confirm your acceptance of this Agreement and any agreement applicable to the service or services you use.

The eBusiness Services. A brief description of the eBusiness Service is as follows:

RDC: RDC authorizes you to use a 3P System to access our remote deposit capture service (the “RDC Service”). Through the 3P System you can send digitized items to us for deposit into your Account. The RDC Service is intended to reduce transportation costs for delivery of Items for deposit to us, expedite the deposit process, and reduce the overall collection time for deposit Items.

Wire Transfers: Wire Transfer authorizes you to use the AB Banking System to request that we initiate wire transfers on your behalf (the “WT Service”) to send funds to accounts owned by other individuals or business with whom you do business. The WT Service is intended to reduce the time necessary to transfer funds to others in a manner which expedites the availability of those funds. We have agreed to provide you this access solely on the terms and conditions set forth in this Agreement and Addendum A. Because all wire requests must be sent through the AB Banking System, you are required to set up and to maintain all necessary permissions, authorizations, and controls needed to submit wire requests to us.

Lockbox: A lockbox designates a post office box to be used as a payment location for your customers or for those with whom you do business (the “LB Service”). The LB Service is designed to simplify and streamline the process of delivering payments to your account at the Bank.

ACH Payments: The ACH service (the “ACH Service”) allows you to use the AB Banking System to initiate paperless transactions over a secure internet connection using the Automated Clearing House (the “ACH”). If you are enrolled in ACH Payments, you will be able to use the AB Banking System to request that we process ACH transactions on your behalf to send funds from or receive funds into the Accounts you designate based on transaction with other individuals or entities with whom you do business. The ACH Service is intended to reduce the time necessary to transfer funds to others in a manner which expedites the availability of those funds.

Positive Pay: The Positive Pay service is available for check and for ACH transactions and allows for you to access the Positive Pay service (the “Positive Pay Service”) for you to identify and act upon potentially fraudulent transactions being presented on your Designated Account(s). The Positive Pay Service verifies checks or ACH transactions being presented for payment against the files you provide to us for pending transactions. Positive Pay is an optional service and you can opt to have Positive Pay only for checks, or only for ACH, or for both, or neither.

Bill Pay: The Bill Pay service allows you to make certain bill payments from your Designated Account(s).



Terms and Conditions Applicable to All AB Digital or eBusiness Services:

1. **Access to Banking Systems.** To use any of the AB Digital or eBusiness Services and to have access to the AB Banking Systems, you are required to have at least one Account with us, have appointed at least one Treasury Services Administrator (“TSA”), have appointed an Online Administrator, have access to the Internet, and have at least one valid e-mail address. Access to conduct Transactions will be granted to Online Users by your TSA, a person or persons designated by you on Schedule A of this Agreement.
2. **Account Signer.** The term “Account Signer” refers to the individual(s) who executed the documentation opening the Designated Account(s) and/or the individual(s) authorized to open accounts on your behalf as set forth in the corporate resolutions. Account Signers are the persons who can open, close, and maintain Accounts as well as execute this Agreement and select the Treasury Services Administrator. Account Signers may, but are not required to, be Online Users as defined below. Similarly, Account Signers may, but are not required to, be Treasury Services Administrators and/or Online Administrators.
3. **Treasury Services Administrator.** The selection of services and the Accounts to which services are applicable are controlled by the person or persons whom you designate as a Treasury Services Administrator. The TSA will be the primary point of contact between You and the Bank regarding eBusiness Services. You may designate more than one person as a TSA. Each TSA appointed by you under Schedule B of this Agreement is a TSA for purposes of all eBusiness Services. If more than one TSA is designated under this Agreement, each of these persons may act independently of one another.

By designating a person as a TSA, you are certifying to us that each such person is qualified to be a TSA pursuant to and under your governing corporate documents, including pursuant to such valid corporate resolutions or board approvals and/or other of your required or permitted procedures. You are further certifying to us that each TSA has the power and authority to act on your behalf regarding all your duties under this Agreement and related service agreements. As such, you acknowledge that you are bound by all decisions made, and all instructions transmitted to us, by any TSA regardless of whether you later believe such was not authorized or outside the scope of the TSA authority. All Transactions shall be conclusively deemed to be authorized by, and binding upon, you if the Transaction is made by us pursuant to instructions from a TSA and regardless of whether the instructions comply with applicable Security Procedures.

4. **Online Administrator.** The term “Online Administrator” refers to the person identified by the Authorized Signer or the TSA as the administrator of Online Users within the AB Digital System. The Online Administrator is the person responsible for setting up new Online Users, removing existing Online Users, and establishing the entitlements and permissions for each of the Online Users. The Online Administrator may, but is not required to, be the same person as the TSA.
5. **Online User(s).** An Online User is any person added by an Online Administrator for access to any AB Banking System and who has successfully logged in to the AB Banking System and completed the setup of their online user profile.
6. **Credentials.** A unique username and password must be assigned to each TSA, Online Administrator, and Online User. For some eBusiness Services there may also be a transaction specific Secure



Access Code (“SAC”), which is a unique series of numbers and/or letters transmitted to a TSA or an Online User to permit them to initiate Transactions or to conduct other business through the AB Banking Systems. All of these – usernames, passwords and SAC – are referred to as “Credentials”.

7. **AB Digital Services.** Access to the AB Digital Services is done by an Online User using her/his Credentials to log into the AB Digital System. Once logged in, AB Digital Services are available without the need to execute any further agreement. In general, the services available through the AB Digital System are accessible by you twenty-four hours per day, seven days per week, although there will be times when the AB Digital System may be unavailable, such as for scheduled maintenance, security reasons, unforeseen system problems, if communications lines are down, or for other reasons which may occur from time-to-time.
8. **Equipment and Access.** You understand that you are responsible for installation, maintenance and operation of your computer and its software. We are not responsible for any errors or failures in your computer or its software.
9. **Certain AB Digital System Rules.**
 - a. **Stop Payment Orders.** Subject to the limitations in this section, you may use the AB Digital System to order us to stop payment on any check or other item payable from the account in question. The stop payment request will be effective if we receive the order at such time and in such manner as to afford us a reasonable opportunity to act upon the order. Any stop payment given to us through the System must follow the rules and procedures for stop payments specified in the DAA. You understand that there may be claims or demands made against Bank because of a stop payment request. If any claim or demand is made against Bank with respect to the stop payment order or the Item itself, you will indemnify and defend Bank and reimburse Bank for any such claims or demands, and for reasonable costs, expenses, or attorney's fees that Bank may incur in defending itself against any such claims or demands.
 - b. **Internal Transfers.** You may initiate transfers of funds between Accounts and such transfers will be effective no later than the close of business the following Business Day. By initiating the transfer of funds from an Account, you represent and warrant to us that the Current Balance in the Account is equal to or greater than the amount of the transfer. We have no obligation to verify the Current Balance in the account at the time of the transfer request. If an Overdraft is created as a result of the transfer request, you will reimburse us for the amount of the Overdraft immediately upon request and pay all such charges as may be imposed by us.
 - c. **Cut-off Time.** Cut-Off Time is a defined term in our DAA, and as such it applies to transactions made through the AB Banking Systems; however, certain eBusiness Services, such as wire transfers, remote deposit transactions, positive pay, and ACH transactions, have different cut-off times applicable only to those eBusiness Services. The cut-off time for each individual eBusiness Service is set forth in the separate agreement which governs that service. You should carefully review those definitions, and, should you have questions, you may contact us by secure email through the AB Digital System or call your Treasury Management professional.



10. **Rules and Policies Applicable to All Transactions Done Through the AB Banking Systems.**

- a. **Transaction Requests.** Transaction requests that you submit electronically through the AB Digital Service must first be submitted consistent with the permissions and authorizations that your Online Administrator has established for Online Users. Once the Bank receives a transaction request from the AB Digital Service, the Bank will assume, and you agree that such assumption is reasonable and warranted, that you have authorized the Transaction and that the Transaction complied with all of your applicable Security Procedures.
- b. **Rejection of Requests.** Bank has the right, but not the obligation, to reject any Transaction request submitted to it if the request is incomplete, ambiguous, or inaccurate in any respect, or if the Transaction involves a transfer of funds from an Account in which there is an insufficient current balance to complete the request. No course of dealing or conduct on any prior occasion gives you the right to expect the Bank will honor a request to transfer funds from an Account if it has an insufficient current balance. If Bank, at its sole option, elects to honor a transfer request from an Account with an insufficient current balance, you will pay Bank immediately upon demand any negative balance in the Account, together with all fees and charges that may be assessed against such Account in accordance with Bank's then current, published Fee Schedule. You further agree that in the event you have other Accounts with the Bank, including accounts that are not Accounts covered by this Agreement, our rights of setoff as described in the DAA apply. We also have the right, but not the obligation, to reject any Transaction which does not comply with the requirements of this Agreement or any other agreement with respect to an eBusiness Service and may reject any Transaction if you are not otherwise in compliance with the terms of this Agreement.
- c. **Reconciliation.** All Transactions conducted through the AB Banking Systems will be reflected on your Account statement and are subject to the other provisions of this Agreement regarding your obligations to examine each statement within the time limitations set forth in the DAA or herein for any discrepancy concerning these Transactions. If you fail to notify us of any such discrepancy within the applicable time limitations, we will not be liable for any loss you may have suffered.
- d. **Discrepancies.** You must send us a written notice of any discrepancy you contend exists between our books and records regarding any Transaction conducted through the AB Banking System and your books and records. The written notice must include a statement of the relevant facts and be sent to us within a reasonable time, as set forth in the DAA.

11. **Customer Acknowledgment and Responsibility.** You acknowledge (i) the inherent risks and responsibilities associated with conducting AB Digital and eBusiness Services through the internet by using AB Banking Systems; (ii) that you are solely responsible for maintaining all equipment required for access to and use of the AB Banking System; (iii) that you are authorizing Bank to allow access to your Accounts through the AB Banking Systems; and (iv) you are authorizing Bank, and/or third parties on Bank's behalf, to serve as your agent in processing Transaction instructions received from you through the AB Banking Systems and to post such Transactions to your Accounts. You, through your TSAs, Online Administrator, and Online Users, are solely responsible for the timeliness, accuracy, and completeness of any instruction and information entered in the AB Banking Systems in connection with any Transaction. The Bank is under no obligation to review any Transaction for accuracy,



legitimacy, or potential fraud. You are bound by all instructions an Online User gives to us and which Bank implements in compliance with these procedures unless you have given us prior notice of possible unauthorized use.

12. **Your Liability.** In addition to the indemnification provisions below, you are liable to us and shall indemnify and hold us harmless from all claims, causes of action, damages, expenses (including reasonable attorney's fees and other legal expenses), liabilities, and other losses resulting from your acts, omissions, or provision of invalid or inaccurate data, including, without limitation, our debiting of a Designated Account at your request. You agree to hold Bank harmless for any errors from the operators, programming, and equipment problems, and agree that it is your responsibility to correct those errors at your expense. You will review and verify all results, conduct regular and frequent reconciliation of the Accounts, and 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 submit corrected reports at our own expense.
13. **Setoff.** Subject to applicable law, we may exercise our right of setoff without notice to you against any and all of your Accounts, for any liability or debt of yours, whether joint or individual, whether direct or contingent, whether now or hereafter existing, and whether arising from overdrafts, endorsements, guarantees, loans, Account service charges, returned Item fees, or any other charges or fees assessed to an Account(s). Our right of setoff applies to all Items presented for payment or funds deposited into your Designated Account(s) including, without limitation, automatic preauthorized electronic direct deposits from any source including government benefit funds of any kind. Each joint Account holder authorizes us to exercise our right of setoff against all Accounts of each Account holder.

IN ANY INSTANCE IN WHICH WE EXERCISE OUR RIGHT OF SETOFF, YOU AGREE THAT YOU SHALL INDEMNIFY AND HOLD US HARMLESS FROM ALL CLAIMS, DEMANDS, LAWSUITS, LOSSES, COSTS, EXPENSES, AND ATTORNEY'S FEES WE SUFFER OR INCUR IF EXERCISING OUR RIGHTS RESULTS IN INSUFFICIENT FUNDS IN THE ACCOUNT OR IN OTHER ACCOUNTS, IN ITEMS BEING RETURNED AS UNPAID, OR IN THE IMPOSITION OF FEES AS THE RESULT OF OVERDRAFTS.

14. **Suspension of Access.** We may suspend your access to the AB Digital or eBusiness Services at any time with or without notice. We will take reasonable efforts to provide notice to you prior to system unavailability for scheduled maintenance or upgrades.
15. **Security Matters.**

Your use of the AB Digital and eBusiness Services will be subject to security procedures that we implement and some procedures that you can establish in the AB Digital System (collectively the "Security Procedures"). The Security Procedures are designed to prevent unauthorized parties from obtaining your information or making unauthorized transactions on your behalf. The Security Procedures may, but are not designed to, detect fraudulent activity. Nor are the Security Procedures designed to detect if you are creating or authorizing transactions based on fraudulent information provided to you. No Security Procedures for the detection of any such activity have been agreed upon between you and the Bank. You are primarily responsible for ensuring that your systems are adequate



to protect you from fraudulent activity and Bank will not be responsible for any loss you suffer because you were the victim of fraud or a scam. You agree that we are entitled to modify, supplement, or alter the Security Procedures, in whole or in part, at any time and that you will be required to comply with the Security Procedure as modified, supplemented, or altered to continue to use the eBusiness Services. You agree to the Security Procedures as stated in this Agreement and to any additional security procedures noted in the Service-specific agreements. You agree the Security Procedure verifies the authenticity of information and does not and cannot detect errors in the transmission or content of information.

You are solely responsible for (i) establishing and maintaining procedures to safeguard against unauthorized transmissions through the AB Banking Systems; (ii) ensuring that no individual will be allowed to initiate transfers in the absence of proper supervision and safeguards; (iii) taking reasonable steps to maintain the confidentiality of the Security Procedures and any Access IDs, SAC's, security devices, and related instructions; and (iv) the risks associated with disclosure or unsupervised use of the Access IDs and any security devices or procedures resulting in unauthorized use of the AB Banking Systems. You warrant that no individual will be allowed to initiate transfers or transmission in the absence of proper supervision and safeguards, and you agree to take reasonable steps to maintain the confidentiality of the Security Procedures and the Credentials. Bank will have no liability if you or your employees disclose Credentials or Security Procedures, or if you fail to establish your own internal controls and security procedures.

You agree that you will immediately notify us if you have any reason to believe that any Credential is not in the sole possession of the Online User to whom it was assigned or provided or if a Credential has been hacked or compromised. We may suspend or cancel Credentials without receiving such notice from you if we suspect a Credential is being used in an unauthorized or fraudulent manner. You agree to notify the Bank immediately if you believe your Credentials, or any of your security procedures, have been compromised (each a "Notice of Compromise"). You further agree that you are responsible for all Transactions that the Bank receives and processes prior to receipt of any Notice of Compromise, even if those Transactions are unauthorized. If we alert you to suspicious online behavior or potentially unauthorized Transactions, you are solely responsible for taking appropriate action on that alert, and we may conclusively assume that you have approved such behavior or Transaction if you fail to timely request that we take action or fail to timely respond to any such alert.

You agree (i) that the Security Procedures set forth in this Agreement are commercially reasonable; (ii) that the Security Procedures have been established by us, and agreed to by you, in good faith as proper safeguards for your Accounts and for the Bank; (iii) that any additional verifications that we may from time-to-time require and any internal policies, procedures, and technologies that we employ shall be taken into account and considered part of the agreed Security Procedures, even though they are not specifically described; and (iv) in the event a Transaction is not completed by us as a result of either your inability to fully and timely complete the Security Procedures or the Bank's inability to confirm in an appropriate manner information you have provided, the decision to delay or cancel such Transaction is a commercially reasonable and good faith decision by the Bank. You acknowledge that you have: (i) the option of submitting information via other channels (e.g., via non-digital procedures with confirmation); and (ii) enacted your own security procedures.

We may send notices and other communications, including a SAC for an individual Transaction, by text or email. We will not be responsible or liable to you in any way if information is intercepted by an unauthorized person, either in transit or at your place of business.

We have set forth on Schedule C some suggested security procedures that we believe are "best practices" for you in managing your business. The procedures on Schedule C are merely suggestions



for your reference. Some of the Security Procedures we may require depending on the Transaction include the following:

- a. **User IDs / Passwords**. Each Online User must have their own unique User ID and Password to access the AB Digital system. The Online Administrator will assign the User IDs for the Online Users and the Online Users must set their own Passwords. User IDs and Passwords will be subject to specific format rules which may be changed from time to time.
- b. **Tokens / Secure Access Codes**. These are system-generated passwords or passcodes that are time sensitive and must be entered by the Online User to initiate or to approve instructions to the Bank.
- c. **Secondary Verification**: A Secondary Verification process is intended to verify, through out-of-band authentication (meaning outside the AB Digital System), the authenticity of the transfer request the Bank received from you through the AB Digital System. Whether to make a Secondary Verification call remains in the Bank's sole discretion. Should the Bank decide to pursue a subsequent level of verification, the Bank will contact an Account Signer at the contact information on file. The Account Signer will be asked to confirm the details of the transfer request including, as applicable, the amount, the beneficiary or recipient, the financial institution to which the transfer is being sent, including the ABA number and the account number. If the Account Signer is unable to confirm the transaction details, we may delay processing the transaction until the details can be confirmed. You agree that the Bank is not responsible for any loss or damage that you incur as a result of this delay. You understand and agree that the Bank's use of Secondary Verification is not required under this Agreement and the Bank's failure to conduct a Secondary Verification call on any particular transaction cannot and shall not be deemed to be a violation of these Security Procedures.

You agree that you are strictly responsible for establishing and maintaining your own procedures to safeguard against unauthorized Transactions. You warrant that no individual will be allowed to initiate Transactions in the absence of proper supervision and safeguards. You further agree to take all reasonable steps to maintain the confidentiality and security of the Credentials and any Tokens or SAC information the Bank provides in connection with these Security Procedures. If a Transaction received by the Bank purports to have been transmitted or authorized by you, it will be deemed effective as your Transaction and you will be obligated to pay the Bank the amount of such Transaction even though you did not authorize the Transaction provided the Bank accepted the Transaction in good faith and acted in compliance with the Security Procedures referred to in this Agreement and the Addenda.

16. **Fees**. You agree to pay us the fees we establish for the AB Digital and eBusiness Services you elect to use. Fees will be debited monthly from an Account until this Agreement is terminated. We may amend our pricing from time to time. In addition to the fees set forth in our fee schedule, you agree to pay all taxes levied or imposed by any government agency in connection with the AB Digital and eBusiness Services.

THE FOLLOWING PROVISIONS ALL SURVIVE TERMINATION OF THIS MASTER AGREEMENT:

17. **Disclaimer of Warranties**.

EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, NEITHER WE NOR OUR VENDORS, INCLUDING OUR OR THEIR OWNERS, DIRECTORS, OFFICERS, OR AGENTS, MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS, OR



ACADEMYBANK

ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE BANKING SERVICES. WE AND OUR VENDORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, WITH REGARD TO THE BANKING SERVICES DESCRIBED OR PROVIDED. NEITHER WE NOR OUR VENDORS, INCLUDING OUR OR THEIR OWNERS, DIRECTORS, OFFICERS, OR AGENTS, WARRANT THAT THE BANKING SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE BANKING SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. FOR PURPOSES OF THIS AGREEMENT, "VENDOR(S)" MEANS ANY THIRD-PARTY SERVICE PROVIDER, NETWORK, OR PARTNER FINANCIAL INSTITUTION WE MAY ENGAGE TO PERFORM FUNCTIONS FOR US UNDER THIS AGREEMENT. NEITHER WE NOR OUR VENDORS, INCLUDING OUR OR THEIR OWNERS, DIRECTORS, OFFICERS, OR AGENTS, WARRANT THAT THE WEBSITE, OR THE SERVER THAT MAKES THEM AVAILABLE, IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION OF PROBLEMS CAUSED BY VIRUSES OR OTHER HARMFUL COMPONENTS.

18. **Further Limitations of Our Liability.**

EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL WE OR OUR VENDORS, INCLUDING OUR OR THEIR OWNERS, DIRECTORS, OFFICERS, OR AGENTS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE BANKING SERVICES; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE BANKING SERVICES DESCRIBED OR PROVIDED, (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, OR (IV) ANY OTHER MATTER RELATING TO THE BANKING SERVICES DESCRIBED OR PROVIDED, EVEN IF WE OR OUR VENDORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE BANKING SERVICES OR WITH THE TERMS OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE BANKING SERVICES. FURTHER, WE SHALL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR FAILURE TO EXECUTE ANY TRANSFER OR TO PERFORM A RELATED ACT IF SUCH FAILURE IS DUE TO CAUSES OR CONDITIONS BEYOND OUR REASONABLE CONTROL, INCLUDING WITHOUT LIMITATION, STRIKES, RIOTS, INSURRECTION, WAR, MILITARY, OR NATIONAL EMERGENCIES, ACTS OF GOD, NATURAL DISASTERS. FIRE, OUTAGES OF COMPUTERS OR ASSOCIATED EQUIPMENT, QUARANTINES, PANDEMICS, OR FAILURE OF TRANSPORTATION OR COMMUNICATION METHODS, OR POWER SUPPLIES. IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF US OR OUR VENDORS, INCLUDING OUR OR THEIR OWNERS, DIRECTORS, OFFICERS, AND AGENTS IN THOSE STATES IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED ONE HUNDRED DOLLARS (\$100.00).

19. **ASSUMPTION OF RISKS.** TO THE FULLEST EXTENT PERMITTED BY LAW. YOU ASSUME THE RISK AS TO THE QUALITY AND PERFORMANCE OF THE BANKING SERVICES AND THE SPECIALIZED BANKING SERVICES. YOU EXPRESSLY CONFIRM THAT YOU HAVE NOT AND WILL NOT RELY UPON ANY REPRESENTATION BY BANK NOT CONTAINED IN THIS



AGREEMENT OR THE OTHER ACCOUNT DOCUMENT AS A BASIS FOR ENTERING INTO THIS AGREEMENT. THE PROVISIONS OF THIS SECTION WILL SURVIVE THE TERMINATION OF THIS AGREEMENT.

20. **Arbitration.** The following Arbitration provision shall supersede the arbitration provision set forth in the Deposit Account Agreement, but only with respect to claims arising under or related to this Master Agreement and any other service agreement for related eBusiness Services:

If a Claim is arbitrated, neither you nor we will have the right to:

- (1) have a court or a jury decide the Claim;**
- (2) engage in information-gathering (discovery) to the same extent as in court;**
- (3) participate in a class action, private attorney general or other representative action in court or in arbitration;**
- (4) join or consolidate a Claim with those of any other person**

This Arbitration Provision will survive the termination of this Agreement. See further details below.

The following provision applies to any Claim, cause of action, proceeding, or any other dispute between you, on the one hand, and us, our respective parents, subsidiaries, affiliates, agents, employees, predecessors-in-interest, personal representatives, heirs and/or successors, and assigns, on the other hand (each a "Claim" as further defined under the heading "Claims Covered by Arbitration"), including all questions of law or fact related thereto.

Agreement to Arbitrate: Either you or we may elect in writing, and without the consent of the other, to arbitrate all Claims covered by this provision.

Claims Covered By Arbitration: A "Claim" subject to arbitration is any demand, cause of action, complaint, claim, asserted right, or request for monetary or equitable relief, whether past, present or future, and based upon any legal theory, including contract, tort, consumer protection law, fraud, statute, regulation, ordinance, or common law, which arises out of or relates to this Agreement, your Account or Accounts, the events leading up to your becoming an Account holder (for example, advertisements or promotions) or a party to this Agreement, any feature or service provided in connection with your Account, or any transaction conducted with us related to any of your Accounts including services provided under this Agreement. Claims include Claims that arose after closing of your Account or Accounts and after termination of this Agreement. The term Claim includes any dispute or controversy about the validity, enforceability, coverage or scope of this Arbitration Provision or any part thereof, including the Class Action Waiver such that any determination regarding such will be made by an arbitrator.

Claims Not Covered By Arbitration: Claims subject to this provision shall not include any Claim you file in a small claims court, so long as the Claim remains in such court and such Claim is seeking only an individual claim for relief.

Commencing an Arbitration: If you or we elect to arbitrate a Claim, the party electing arbitration must notify the other party in writing (the "Notice"). Your Notice to us shall be sent to P.O. Box 26458, Kansas City, MO 64196, Attn: Legal Department, Notice of Arbitration (the "Notice Address"). Our Notice to you shall be sent to the most recent address for you in our files. In addition, the party initiating arbitration must commence an arbitration under the applicable rules for doing so with one of the following arbitration forums:



- The American Arbitration Association (“AAA”) under AAA’s Consumer Arbitration Rules, except as modified by this Agreement. AAA’s Rules may be obtained from www.adr.org or 1-800-778-7879 (toll-free).
- JAMS/Endispute (“JAMS”) under JAMS’ Comprehensive Arbitration Rules & Procedures or Streamlined Arbitration Rules & Procedures, including JAMS’ Consumer Minimum Standards, except as modified by this Agreement. JAMS’ Class Action Procedures shall not apply. JAMS’ rules may be obtained from www.jamsadr.com or 1-800-352-5267 (toll-free).

If the chosen arbitration forum is for any reason unable to serve, the Claim shall be arbitrated by the other choice under this provision. If neither of the above arbitration forums is able to serve, the parties may agree to a comparable substitute organization. If the parties are unable to agree, then a court of competent jurisdiction shall appoint a substitute organization.

Arbitration Procedure: The arbitration shall be decided by a single neutral arbitrator. Such arbitrator shall be selected in accordance with AAA’s or JAMS’ rules, as applicable. The arbitrator will decide the dispute in accordance with the terms of our Agreement and applicable substantive law, including the Federal Arbitration Act and applicable statutes of limitation. The arbitrator shall honor claims of privilege recognized at law. The arbitrator may award damages or other relief (including injunctive relief) available to the either us or the individual claimant under applicable law. The arbitrator will not have the authority to award relief to, or against, any person or entity who is not a party to the arbitration.

In any arbitration, the arbitrator will take reasonable steps to protect confidential account information and proprietary or confidential business information.

Any arbitration hearing shall take place in the federal judicial district that includes your home address, unless you and we agree in writing to a different location or the arbitrator so orders.

If the aggregate value of all Claims asserted are for \$100,000 or less, you or we may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator. Otherwise, the arbitration will be conducted through a telephonic hearing, or by an in-person hearing in accordance with AAA’s or JAMS’ rules. For all Claims in excess of \$100,000, the arbitration will be conducted in-person.

At your or our request, the arbitrator will issue a reasoned written decision sufficient to explain the essential findings and conclusions on which any award is based. The arbitrator’s award shall be final and binding, subject to judicial review only to the extent allowed under the Federal Arbitration Act. You or we may seek to have the award vacated or confirmed and entered as a judgment in any court having jurisdiction.

No Class Action: If either you or we elect to arbitrate a Claim, neither you nor we will have the right: (a) to participate in a class action, private attorney general action or other representative action in court or in arbitration, either as a class representative or class member; or (b) to join or consolidate Claims with claims of any other persons. No arbitrator shall have authority to conduct any arbitration in violation of this provision or to issue any relief that applies to any person or entity other than you and/or us individually. The parties acknowledge that the Class Action Waiver is material and essential to the arbitration of any Claims and is non-severable from this Arbitration Provision. The parties acknowledge and agree that under no circumstances will a class action be arbitrated.

Joinder of Parties: Unless mutually agreed to by you and us, Claims of two or more persons may not be joined, consolidated, or otherwise brought together in the same arbitration (unless those persons are joint account owners or beneficiaries on your Account and/or related Accounts, or parties to a single transaction



or related transaction). If this specific paragraph is determined by the arbitrator to be unenforceable, then this entire provision shall be null and void.

Arbitration Costs: We will advance all arbitration costs in an arbitration that we commence, and you will pay any arbitration filing, administration, and arbitrator's fees in an arbitration that you commence. To the extent allowed by applicable law and our agreements, the arbitrator may award to a prevailing party arbitration costs and fees, including, without limitation, attorney's fees, together with collection costs, and all related costs and expenses. For purposes of this Agreement, the phrase "prevailing party" shall mean a claimant that receives an award from the arbitrator of at least seventy-five percent (75%) of the original amount claimed, exclusive of fees, attorneys' fees, interest, or collection costs. For example, if a claimant's original demand was \$100,000 and the claimant recovers an \$80,000 arbitration award, that claimant will be a "prevailing party." A defending party may also be a "prevailing party" if the claimant fails to recover an arbitration award in any amount (whether after an evidentiary hearing or on dispositive motion), or if the claimant fails to recover at least 75% of the original demand. If a claimant rejects a written settlement offer prior to the arbitrator(s) making and award and then fails to recover an award from the arbitrator in an amount equal to or greater than the written offer, then the defending party making the written offer will automatically be deemed to be the "prevailing party".

Applicable Law: You and we agree we are participating in transactions that involve interstate commerce and that this provision and any resulting arbitration are governed by the Federal Arbitration Act. To the extent state law applies, the laws of the state of Missouri apply. No state statute pertaining to arbitration shall apply.

Severability: Except as this provision otherwise provides, if any part of this provision is deemed to be invalid or unenforceable by the arbitrator, that part will be severed from the remainder of this provision and the remainder of this provision will be enforced. Notwithstanding any provision in this Agreement to the contrary, any provision for attorney's fees in this Agreement shall not be enforceable in any dispute governed by the laws of California or Oregon.

Survival of Provision: This Arbitration Provision shall survive (1) the closing of your Account and the termination of any relationship between us, including the termination of the Agreement, and (2) any bankruptcy to the extent consistent with applicable bankruptcy law.

21. **Indemnification.** You will indemnify and hold harmless us and our officers, directors, employees, agents, and affiliates from and against any and all losses, claims, injuries, liabilities, costs, penalties, damages, expenses, or other harm or injury which they may incur or suffer or which may be asserted by any person or entity, including reasonable attorney's fees and court costs (the "Losses"), arising out of (i) any failure by you or Online User to observe or perform any covenant or duty under this Agreement or failure by you to observe or maintain internal security procedures; (ii) any wrongful act or violation of any law, regulation, or agreement by you or any Online User, employee, agent, affiliate, or subsidiary in connection with any Service or Specialized Service provided by us under this Agreement; (iii) any fraudulent or unauthorized items that you process or that you allow to be processed through your Accounts (such as checks made payable to third-party payees); (iv) transmission of incorrect data to the Bank; (v) failure to maintain compliance with the Rules (as defined herein); (v) deposit of a prohibited check; or (vi) any action taken or omitted to be taken by us in reliance upon information or instructions provided to us by any Online User or by anyone using your Access IDs, provided, however, that you are not required to indemnify or hold us harmless any Losses which are caused by our gross negligence or willful misconduct.



22. **Termination.** You or we may terminate this Agreement as to some or all of the AB Banking Systems, with or without cause, by giving five business days' prior notice to the other party. Any termination of this Agreement also acts as a termination of all AB Digital and eBusiness Services. We may terminate this Agreement immediately if: a) you breach any agreement with us; b) we become aware that you are using the AB Banking System for personal, family, or household purposes, or if the AB Banking System is being utilized to access consumer accounts, unless expressly permitted by us; c) the confidentiality of the Security Procedures is compromised; d) we have reason to believe that an unauthorized Transaction has taken or may take place involving any of your Accounts with us; e) we believe that your continued use of one or more of the AB Banking Systems constitutes an unacceptable risk of loss to the Bank, f) you become insolvent or the subject of a bankruptcy or dissolution proceeding; or g) we are uncertain as to any person's authority to give us instructions regarding your Accounts.
23. **Assignment and Delegation.** Bank may, at any time, assign this Agreement, in whole or in part, or delegate any of its functions hereunder to any affiliate, purchaser, successor, or sub-contractor. You may not sell, assign, or transfer this Agreement, merge, consolidate or suffer a direct or indirect change in control of its controlling shareholders, and continue with this Agreement without Bank's prior written consent.
24. **Entire, Amendment and Modifications.** This Agreement, together with the Addenda, the DAA (including any other agreement incorporated therein) and any agreements regarding one or more specific eBusiness Service, constitute the entire agreement between us regarding your access to and use of the AB Banking Systems and any one or more of the eBusiness Services. We may amend this Agreement at any time and will notify you of the changes as required by law. Any notice we give under this section shall be effective on the date specified in the notice. If such changes are not acceptable to you, you may terminate this Agreement as set forth herein. Your use of the AB Banking Systems or any AB Digital or eBusiness Service, after the effective date of any amendment shall be deemed to be your approval and ratification of all amendments or modifications. No course of dealing between you and us will constitute a modification of this Agreement.
25. **Governing Law.** This Agreement will be governed by and construed in accordance with all applicable federal laws and applicable substantive laws of the State of Missouri, including applicable provisions of the Uniform Commercial Code as codified in the Revised Statutes of Missouri and all without regard to the Missouri law conflict of law provisions. Consistent with our agreement to arbitrate any claim or matter arising out of this Agreement, each party waives trial by jury.
26. **Severability.** If any provision shall be ruled invalid by a court of competent jurisdiction, that provision shall be deleted, but the remaining provisions of this Agreement shall continue intact.
27. **Notices.** Unless otherwise agreed, notices required by this Agreement must be in writing. Notices to you may be mailed or delivered to you at your e-mail address or the mailing address shown for you on our Account records. Unless otherwise indicated, (e.g., in an Addendum), notices to us must be delivered to us at our e-mail address, treasurysupport@academybank.com. Notices delivered by e-mail will be conclusively deemed received unless the sending party receives an error message from the mailer-daemon.
28. **No Third-Party Beneficiaries.** This Agreement is made for the exclusive benefit of you and Bank. No third party has any rights under this Agreement.



29. **Digital Signatures.** The parties hereto agree that this Agreement and its Addenda may be signed and/or transmitted by e-mail or a .pdf document using electronic signature technology (e.g., via DocuSign, Adobesign, or other electronic signature technology), and that such signed electronic record shall be valid and as effective to bind the party so signing as a paper copy bearing such party's handwritten signature. The parties further consent and agree that (i) to the extent a party signs this Agreement using electronic signature technology, by clicking "SIGN", such party is signing this Agreement electronically; and (ii) the electronic signatures appearing on this Agreement shall be treated, for purposes of validity, enforceability and admissibility, the same as handwritten signatures.

30. **eStatement Enrollment.** You have the option to enroll in eStatements and receive eStatements to replace your mailed (paper) statement with an electronic version (PDF) that you can view, save to your computer, or print at your convenience.

Should you select this option, your eStatement will replace all your future paper account statements. You will receive electronic delivery of account-related notices and other regulatory information that you would normally receive in the envelope with your paper account statements (collectively, "Regulatory Inserts"). We may provide to you in electronic format only, by posting the information through Online Banking or via email, all agreements, disclosures, notices, statements, and other information and communications regarding your current and future accounts, services, and products.

Receipt and use of eStatements requires that you have (i) access to a computer with an active Internet connection and required browser; (ii) from which you can access your personal e-mail; and (iii) in a location where you are comfortable viewing personal financial information.

E-mail delivery of the notification for your account statement(s) can offer significant advantages in terms of speed and convenience. Generally, we can deliver eStatements to you within one business day of the end of the statement period. You will be able to print eStatements in print-friendly Portable Document Format ("PDF"), provided that your computer has a browser that is able to view and print dynamically generated PDF. You may save eStatements by downloading and saving the documents in PDF format the way you would any other file from the Web. To generate the PDF version, you will need to have Adobe Acrobat Reader on your computer.

Client Names as set forth on Schedule A attached hereto:

Signature as Designated Agent: _____

Printed Name: _____

Title: _____



Schedule B – Treasury Services Administrator Assignment

Pursuant to the eBusiness and Treasury Management Services Master Agreement, we hereby appoint the following individual(s) as Treasury Services Administrator(s), subject to the terms and conditions of the Agreement.

Additional TSAs may be added or existing TSAs removed by a current TSA by contacting your Treasury Sales Officer.

We recommend that you perform periodic reviews of Treasury Services Administrators, Online Administrators, and Online Users and their related authority to conduct Transactions to ensure that only persons authorized by you have access to the system and that their access is limited to required functions under their responsibility.

NAME	CORPORATE TITLE (if any)

[CLIENT NAME]

Name: _____
Title: _____



Schedule C – Recommended Security Procedures

Bank recommends the following good security practices:

- a. Dual control and separation of responsibilities be used when transmitting and reconciling financial requests. This means, for example, that one Online User initiates a request and another separate Online User verifies and approves the request and performs Account reconciliation.
- b. Regularly monitor Transactions and promptly reconcile accounts for Transactions that post to Your Account(s) to assure only authorized Transactions are occurring and immediately report to Bank any discrepancies.
- c. You should perform periodic reviews of Treasury Services Administrator(s), Online Administrators and Online Users and their related authority to conduct Transactions to ensure that only persons authorized by you have access to the system and that their access is limited to required functions under their responsibility.
- d. Use Windows screen savers with automatic timeouts and passwords for additional security.
- e. Thoroughly review and check the backgrounds of all Online Users to ensure user integrity.
- f. Proper maintenance and safeguards around your technology such as up-to-date software and hardware including: i) install and maintain in working order a firewall that complies with industry standards to secure your network to which your Equipment is connected; (ii) ensure that all computers connected to your network are protected against viruses, spyware and intrusion; (iii) place your Equipment in a location accessible only by your authorized agents; (iv) implement protocols to protect the security of the Credentials we provide to you and that you provide to your authorized agents.
- g. Restrict the ability of your agents/employees to do any of the following: (a) bypass any Equipment security configurations, including the automatic locking of computers, personal firewall, encryption, anti-virus software, and anti-spyware software; (b) bypass the automatic updating of virus and spyware definitions and critical operating systems; (c) connect any modems or other networking devices to any Equipment; and (d) use the Equipment for any purpose other than initiating Transactions.



Addendum A – Wire Transfer Agreement

WT Service Procedures.

The Online Administrator(s) and Online User(s) may initiate wire transfers of funds from the Accounts to other financial institutions by entering proper Credentials to access the AB Digital System. This is the only method by which a Wire Transfer can be initiated by you. The only exception to this process is if there is a prolonged interruption of your access to AB Digital System that would prevent you from entering the necessary information on the same Business Day. Wire transfers properly and timely submitted to the Bank prior to the Cut-Off Time on a Business Day will be initiated by the Bank the same Business Day, if possible, after completion of its wire transfer procedures, including the Security Procedures set forth in the Agreement. In the event a properly submitted wire request cannot be initiated on the same business day it is submitted, you must resubmit the request.

Required Information for Wire Transfer Initiation.

In order for a wire transfer to be initiated, an Online User must input into the AB Digital System all necessary information required by the AB Digital System, including, without limitation, complete and accurate information identifying the beneficiary (the recipient of the wire transfer), the routing number of the recipient financial institution where the beneficiary's account is located, and any intermediary financial institution, if applicable, and the account number at the recipient financial institution to which the wire transfer funds are to be deposited. Missing or incorrect information may result in the (i) initiation of the wire being delayed or, in some instances, not being initiated by Bank; (ii) the wired funds not timely arriving at the destination financial institution; (iii) the wired funds not being timely credited to the beneficiaries' account(s) or (iv) the wired funds being misdirected or misappropriated by fraudulent actors.

In submitting any Wire Transfer request, you are responsible for providing all necessary information required by the Bank. We are only able to process Wire Transfers based upon the information you submit to us. As such, any inaccuracy in the information you provide may result in an unintended transfer of funds. The Bank shall not be responsible and shall not be liable if any information you provide in a Wire Transfer request is inaccurate, incomplete, or otherwise incorrect. The Bank and any other party executing or receiving a Wire Transfer, including any Beneficiary financial institution may rely on the information you provide in the Wire Transfer request, even if the information is incorrect. The Bank is under no obligation to determine whether any of the information in the Wire Transfer request is correct or whether the information will result in a transfer to your intended recipient. The accuracy of all Wire Transfer requests is solely your responsibility.

Security Procedures for Wire Transfers.

The following Security Procedures apply to Wire Transfers (the "WT Security Procedures"): (i) User IDs / Passwords; and (ii) Tokens / Secure Access Codes. Additionally, depending on the Transaction and within the Bank's discretion, the Wire Transfer may be subject to Secondary Verification. You may also set up additional Security Procedures in the AB Digital System, but these additional procedures must be instituted by you and in your discretion. You agree that the Security Procedures in the Agreement and these WT Security Procedures are commercially reasonable. You acknowledge that we could impose stricter security procedures but that in order to avoid additional burdens for you in completing wire transfers you have carefully reviewed the WT Security Procedures and your own internal security and are willing to assume the risk that the WT Security Procedures may not detect every instance of unauthorized access to the AB Digital System.

You agree that these WT Security Procedures are commercially reasonable. We recommend that you require dual control of your internal wire transfer functions (such as the dual control which you can establish in the System) in order to provide a higher level of internal security. Without dual control, a single individual user within your organization will be authorized to initiate and to submit wire transfer requests without any further, review, approval,



or oversight. You understand and agree that the Bank shall not be liable for any losses stemming in whole or in part from your decision to forego dual control of wire transfer functions.

International Payments / Foreign Currency Wires.

When providing wiring instructions for an international wire transfer, you represent and warrant that the transaction does not violate the OFAC Regulations of the United States Treasury Department or any other laws of the United States or regulations of any governmental agency.

If a wire transfer is to be made in United States dollars to an account outside the United States, then unless otherwise expressly stated, our foreign correspondent may, in its discretion, make payment or credit the account of the Beneficiary of the wire transfer in local funds at the place of payment at the correspondent's rate of exchange on the date payment is made or credited.

If the international wire transfer is to be made in a foreign currency, upon request we will provide the necessary exchange rate to transact the transfer.

We do not permit international wires in a foreign currency to be future dated. We reserve the right to cancel any international wire in a foreign currency that is future dated at any time before the wire is executed. If, in our discretion, we elect to process an international wire in a foreign currency that has been future dated, we reserve the right to modify the exchange rate applicable to the wire to equal the exchange rate in effect on the date the wire is sent.

International wires in a foreign currency initiated after the daily cut-off time will be dated on the next Business Day, but will not be considered future dated; however, if the current day's exchange rate does not equal the next Business Day's exchange rate, we reserve the right to modify the exchange rate to equal the exchange rate in effect on the date the wire is sent or to cancel the wire.

If an international wire is returned or cannot be completed, you acknowledge that we will return the funds to your account using the prevailing exchange rate at the time of return. This exchange rate may be different from the one quoted to you for the conversion of U.S. Dollars to the foreign currency. We shall not be liable for any changes to the exchange rate while a Wire Request is pending or for changes to the exchange rate in the event that an international wire is returned. Our only obligation is to convert the funds back to U.S. Dollars using the then-current exchange rate.

Drawdown Agreements

In certain circumstances you may wish to have us automatically process wire transfers requested by your trusted vendors without having to go through the processes set forth herein. An example would be a vendor that has a regular cadence of repeat wires for amounts that are similar, such as a payroll or an insurance vendor. You are able to further streamline the process for these vendors by use of a "Drawdown Agreement" that provides us a standing instruction to process wire transfer requests made by your trusted vendors. If you want to have one or more Drawdown Agreements, you must execute a separate vendor specific Drawdown Agreement for each vendor.

Liability.

You are liable for payment of the transferred amount plus any current Wire Transfer Fee listed in our fee schedule at the time we process your Wire Transfer. Provided we comply with the applicable Security Procedures as outlined herein, you are liable to us even if you did not in fact authorize the Transaction. If we do not comply with the security procedures outlined herein but can prove you originated the transfer request, you will still be liable to us for the transfer amount plus any current Wire Transfer Fee listed in our fee schedule. You authorize us to record electronically or otherwise any telephone calls relating to transfer requests you may make from time to time. We are responsible for performing the wire transfer pursuant to the instructions you have provided to us, and we are only liable for our own gross negligence or willful misconduct in performing these services. We are not liable for



your acts or omissions or for the acts or omissions of any other person including, without limitation, your TSA, your Online Administrator(s), your Online User(s) any funds transfer system, any Federal Reserve Bank, any beneficiary's bank, and any beneficiary, none of which are our agent.

We are excused from delaying or failing to act on your instructions, even if such are authentic, if:

- You do not have a sufficient Current Balance in your Account;
- We are prevented or delayed by legal constraint, interruption of transmission or communications facilities, equipment failure, war, emergency conditions, strikes, or other circumstances beyond our control; or
- We are unable to complete a transaction as the result of some regulatory or other applicable legal limitation to which we are required to adhere.

In no event are we liable for any consequential, special, punitive, or indirect losses or damages you may incur such as subsequent wrongful dishonor because of our acts or omissions.

Our liability for loss of interest resulting from our error or delay shall be calculated using a rate equal to the Federal Funds Rate at the Federal Reserve Bank of New York for the period involved. Payment will be made by crediting the Account from which the wire transfer was to have occurred.

You are liable to us for the amount of the funds transferred and shall indemnify and hold us harmless from any and all claims, causes of action, damages, expenses (including reasonable attorney's fees and other legal expenses), liabilities, and other losses resulting from your acts or omissions or provision of invalid or inaccurate data, including, without limitation: a) our debiting an Account at your request; and b) if any financial institution other than us fails to act or delays action in connection with a wire transfer request.

Errors and Rejections by Us.

If a wire transfer request erroneously provides us an incorrect or inconsistent bank name or identifying number or destination account name or number, and we process the wire based upon the information you erroneously provided, your obligations to us and the beneficiary will not be excused in these circumstances. Except when prohibited by law, we may reject at our sole discretion any transfer request from you for any reason. We will notify you of our rejection of the transfer request by telephone, electronic message, or U.S. mail. We will comply with regulations issued by the Office of Foreign Assets Control ("OFAC"). If any transfer request is to a recipient listed on OFAC's list of Specially Designated Nationals and Blocked Persons, we shall not complete the transfer and shall "block" the funds until such time as OFAC sends us a written release.

Cancellation and Change by You of a Wire Request.

You have no right to cancel or amend any transfer request after we receive it, except as provided under Regulation E for international wires in foreign currency. If you believe a wire request you sent contains an error you may contact us and ask that we reject the wire transfer. We will use reasonable efforts to act on such a request provided we timely receive it. We have no liability if the cancellation is not affected except as provided under Regulation E and disclosed to you at the time the wire is initiated.

Bank's Inability to Act (Force Majeure).

Without limiting the generality of the foregoing provisions, we shall be excused from failing to act or a delay in acting if such failure or delay is caused by any inaccuracy in information given to us by you, legal constraint, interruption, or transmission or communication facilities equipment failure, war, emergency conditions, or other circumstances beyond our control. In addition, we shall be excused from failing to transmit or a delay in transmitting any wire transfer if such transmittal would result in our having exceeded any limitation upon our intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in our otherwise violating any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U. S. governmental regulatory authority.



Fees.

You agree to pay us the fees we establish for processing wire transfers, as set forth in the fee schedule applicable at the time of the transaction. A copy of the current fee schedule is available upon request. Fees will be debited monthly from a Designated Account until this Agreement is terminated. We may amend our pricing for from time to time. In addition to the fees set forth in our fee schedule, you agree to pay all taxes levied or imposed by any government agency in connection with the AB Digital and eBusiness Services.



ADDENDUM B – ACH ORIGINATION

ACH Origination Definitions.

- a. **“ACH Approval Memo”** means the document approved by us, as such may be modified from time to time, that establishes credit limits on your use of the ACH Service. In preparing the ACH Approval Memo we may require you to provide appropriate information to enable us to assess the credit risk associated with providing services to you, including, but not limited to, providing your current and past financial statements. You authorize us to gather credit information regarding you from other sources, including on or more credit bureaus.
- b. **“ACH Entry”** means a credit or debit entry transmitted by ACH.
- c. **“ACH Credit Entry”** means an electronic instruction sent by you (as “Originator”) through us (an “Originating Depository Financial Institution” or “ODFI”) to the Receiving Depository Financial Institution (“RDFI”) of the party to whom you are making payment into the Receiver’s deposit account.
- d. **“ACH Debit Entry”** means an electronic instruction sent by you (“Originator”) through us as ODFI to the RDFI of the party from who you are requesting payment to pay an amount from the Receiver’s deposit account, based on a prior authorization given by the Receiver to you.
- e. **“ACH Service”** means the service of us facilitating ACH Entries as outlined in the Master Agreement and this Addendum.
- f. **“Designated Account”** means each of your deposit accounts at Bank that is designated by you and Bank (in the manner determined by Bank) for ACH Origination Service.
- g. **“Rules”** means the rules promulgated by the National Automated Clearing House Association (NACHA).

ACH Origination Terms and Conditions:

Applicable Rules.

By enrolling in ACH Origination, you are authorizing us to act as your originating bank in order to transmit ACH Entries. You will only originate those types of ACH Entries accepted by us and which we have agreed that you may originate. You acknowledge receipt of a copy of the Rules. You agree that you are bound by the Rules, and you agree to comply with the Rules and to keep yourself in compliance with the Rules as they are amended from time to time. We agree to inform you of revisions to the Rules of which we have knowledge. The Uniform Commercial Code Article 4A (“UCC4A”) as codified by the State of Missouri in Chapter 400.4A-101 et seq. governs wholesale wire transfers as well as any commercial ACH Entry and any consumer ACH Entry excluded from the Electronic Funds Transfer Act. You further agree that we have the right to audit your compliance with this ACH Agreement, the UCC4A and with the Rules from time to time during regular business hours and upon reasonable notice to you. You shall cooperate with us in performing such audit.

Transmission of Entries.

You will deliver all ACH Entries to us on or before the deadlines, described in this Agreement. ACH Entries you transmit shall comply with the formatting, content, and specifications contained in this ACH Agreement and the Rules, including without limitation all security-related requirements and procedures of the Agreement. You



authorize us to transmit all ACH Entries we receive from you in accordance with the terms of this Agreement and to credit or debit ACH Entries to the Designated Account(s) identified in the Agreement. You agree to originate transactions hereunder in compliance with the laws of the United States and the Rules. Bank has the right to terminate or suspend the Agreement for breach of the Rules in a manner that permits us to comply with these Rules. This includes, but is not limited to, sanctions enforced by the Office of Foreign Assets Control ("OFAC"). You are also responsible for obtaining information regarding such OFAC enforced sanctions. This information may be obtained directly from the OFAC Compliance Hotline at (800) 540-OFAC. You agree to comply with the Security Procedures as set forth in this Agreement, as may be amended from time to time, and as further discussed below.

You agree that your ability to originate ACH Entries is subject to the Exposure Limits set forth below. You also agree that you will only originate ACH Entries for SEC Codes for which it has specifically approved by us. You agree to comply with and be bound by the Rules in their current form at the time of the ACH Entry, which such Rules may be amended from time to time. Your responsibilities set forth in the Agreement in no way limit your obligation to comply with the Rules. Any fines or liabilities imposed against us for a violation of the Rules which you cause may be assessed against you, in our sole discretion. You are responsible for all costs and fees associated with your compliance with the Rules including any fees associated with NACHA publications or associate membership.

Authorization.

Before you initiate the first debit or credit ACH Entry to an account owned by one of your customers (each, a Customer), you shall obtain proper authorization in accordance with the Rules and applicable law. Each authorization must be in writing, manually signed or digitally authenticated, and clearly identify whether the Customer has agreed to have ACH Entries or ACH Debit Entries processed against the Customer's account. For ACH Debit Entries, you must provide consumer Customers with evidence of the authorization and information regarding the manner in which they may revoke their authorization. You must retain the signed or authenticated authorization for a period of two calendar years following the termination or revocation of the authorization. We will not initiate an ACH Entry after the termination or revocation of a consumer Customer's authorization. You must provide all notices required by the Rules and applicable law (including, but not limited to, Regulation E) to consumers. For example, the Rules and applicable laws currently require you to provide notice when the amount of a preauthorized debit ACH Entry varies in amount from the previous debit ACH Entry or when you receive authorization to collect additional fees (such as a returned check fee) with an ACH transaction. If any change is made by you in the scheduled effective ACH Entry date of one or more debit ACH Entries, you agree that, at least seven (7) calendar days before the first such debit ACH Entry to be affected by such change, to send the Receiver a written notice of the new effective ACH Entry date of such ACH Entry or ACH Entries. You agree to provide evidence of each Customer's authorization for any ACH Entries, your security procedures, any related internal audit documentation or information, and any other information or documentation that you are required to obtain or maintain pursuant to the Rules or applicable laws related to the services provided by us to us immediately upon our written request.

Exposure Limits.

We may establish, in our sole discretion, a maximum amount of ACH Entries you may transmit either within a specific transaction or within a specified time frame. We may adjust this maximum amount in our sole discretion with or without notice to you. If you transmit an ACH Entry to us in excess of the maximum limits, we shall have no obligation to accept such ACH Entry and will have no liability for any failure to process such ACH Entry. We reserve the right to suspend processing of ACH Entries in the event that we determine you have excessive returned ACH Entries as set forth in the Rules and based on our internal policies or procedures.



Your approval for use of the ACH service may be subject to underwriting criteria established by us from time to time. If we require application of underwriting criteria to approve your use of the ACH services, you agree to provide such financial, business and operating information as we may reasonably request. We may monitor your ACH processing and records of returned ACH Entries. We reserve the right to suspend processing of ACH Entries in the event that we determine that you have excessive returned ACH Entries as set forth in the Rules or established in our policies.

Bank Obligations.

In a timely manner and in accordance with the Rules, we will process, transmit, and settle for the ACH Entries received from you which comply with the terms of this Agreement. We will process and submit ACH Entries by the applicable deposit deadline under the Rules if: (a) the ACH Entries are received in form and substance acceptable to us and in accordance with the Security Procedures by the cut-off time we establish in our sole discretion from time to time, (b) the ACH Entry date on the file satisfies the criteria we establish in our sole discretion from time to time, and (c) the Federal Reserve Bank is open for business on such day. We shall have no obligation to process ACH Entries that do not comply with the foregoing requirements. We shall have no obligation to transmit ACH Entries if you are in default of your obligation under this Agreement, including the obligation to pay the fees associated with the ACH Services. In addition, we will promptly send you any notices we are required to give you under the Rules (each, a "Notice"). We have no obligation to retain any records for longer than the period required of us by applicable law. In the event you fail to report any alleged error to us during the time period we are required to retain such records, any good faith attempt by us to reconstruct the contents of your instructions with respect to ACH Entries will be conclusively presumed correct.

ACH Security Procedures.

The following Security Procedures apply to ACH Entries (the "ACH Security Procedures"): (i) User IDs / Passwords; and (ii) Tokens / Secure Access Codes. Additionally, depending on the Transaction and subject to the Bank's discretion, the ACH Entry may be subject to further verification. You may also set up additional Security Procedures in the AB Digital System, but these additional procedures must be instituted by you and in your discretion. You acknowledge that we could impose stricter security procedures but that in order to avoid additional burdens for you in completing ACH transfers you have carefully reviewed the ACH Security Procedures and your own internal security and are willing to assume the risk that the ACH Security Procedures may not detect every instance of unauthorized access to the AB Digital System.

You agree that these ACH Security Procedures are commercially reasonable. You are solely responsible for maintaining your own internal security and you agree to use the utmost care in selecting any individual who is an Online User authorized to initiate ACH Entries. We recommend that you require dual control of your internal ACH functions (such as the dual control which you can set up in the system) in order to provide a higher level of internal security. Without dual control, a single individual user within your organization will be authorized to initiate and to submit ACH transfer requests without any further, review, approval, or oversight. You understand and agree that the Bank shall not be liable for any losses stemming in whole or in part from you decision to forego dual control of ACH transfer functions.



ACH Contingency Services.

We agree to provide our standard ACH contingency services to you, which will consist of assisting you in reconstructing ACH input information and initiating ACH transactions based on such information and your telephonic authorizations. Such contingency services are intended to provide you with an alternate means of initiating ACH transactions that you are otherwise temporarily unable to initiate via your normal PC link with us. In order to activate these contingency services, you should call us as soon as possible following the occurrence that triggers your need for the services. After receipt of your call, we will use our best efforts to reconstruct applicable routing and account number information for your transfers based on our records of the last transfer instructions we received from you. You will then need to verify such information and supply the appropriate dollar amount of each transfer. All such telephonic transfer instructions must be provided by an authorized signer on the account. You understand that Next Day transactions are contingent upon our receipt of all required information before 4:00 PM on the preceding Business Day. You understand Same Day availability of transactions are contingent upon receipt of all required information before 3:00 PM Central Time on the current Business Day and that any single Same Day item does not exceed limitations set by the Rules. Business Day means every day other than Saturdays, Sundays, and days on which we are required or permitted to be closed, such as for observance of Federal holidays.

Processing Schedule and Notice Requirements (for corporate originators).

Files received prior to 3:00 p.m. Central Time, as applicable, may be designated by you for either same day or next business day origination. Any file received after 3:00 p.m. Central Time will be originated the next business day. We recommend that payroll files be submitted two days in advance to help mitigate the risk that some receiving institutions may not post the payroll unless they are received a day before payday. There is an additional fee for items sent for same day settlement.

Your Representations and Warranties.

You make all the warranties to us that we are deemed by the Rules to make with respect to ACH Entries originated by you. Without limiting the foregoing, with respect to each ACH Entry initiated by you, you represent and warrant to Bank and agree that:

- a) each ACH Entry is accurate, timely, authorized by the party whose account will be credited or debited, and otherwise complies with the Rules;
- b) each ACH Debit Entry is for a sum which, on the settlement date with respect to it, will be owed to you from the party whose account will be debited, is for a sum specified by such party to be paid to you, or is a correction of a previously transmitted erroneous ACH Credit Entry;
- c) as applicable, you have complied with all Prenotification requirements of the Rules;
- d) you are in compliance with the terms of the Electronic Funds Transfer Act if applicable, or UCC4A if applicable, and shall otherwise perform your obligations under this Agreement in accordance with all applicable laws and regulations;
- e) you shall: (i) obtain written authorizations for consumer ACH Entries in accordance with the Rules and U.S. law, and shall retain the original or electronic record for two (2) years after termination or revocation of such authorization and (ii) upon our request, furnish such original or copy to us;
- f) indemnify us 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 or ACH Agreements; and



- g) take such actions as may be necessary to comply with those requirements stated in any notice we give you under the terms of this ACH Agreement.

Payments; Provisional Credit.

We may, at our discretion, at any time, and without notice, require payment before processing your ACH Entries. Notwithstanding any past practice, we are not obligated to process any ACH Entries without having first been paid by you. If and to the extent we process any ACH Entry without having first been paid by you, the amount of the ACH Entries shall be deemed immediately due and payable by you. Subject to our rights to withhold credits (or portions thereof) under the Rules, applicable law, and our ACH policies as determined by us from time to time in our sole discretion, we will Post to your account the amount of ACH Debit Entries we execute by our close of business on the applicable settlement date. You acknowledge that, under the Rules, any Post for an ACH Entry is a Provisional Credit and subject to the provisions regarding Provisional Credits in the DAA. If we do not receive Final Settlement, we are entitled to a refund from the credited party and you will not be considered to have paid the amount of the credit ACH Entry to the RDFI.

Pre-Funding ACH Entries

Prefunding is the requirement to pay in advance or immediately for all transactions processed by the Bank regardless of the payment due or value date. The prefunding option authorizes the Bank to debit a pre-determined dollar amount prior to your ACH transmission file processing.

We reserve the right to require you to prefund a Designated Account prior to the settlement date of the ACH Entry. We shall determine whether re-funding is required based on criteria we establish from time to time. We will communicate directly to you if pre-funding is required. If we determine that pre-funding is required, you will provide immediately available and collected funds sufficient to pay all ACH Entries you initiated (i) no later than 8:00 a.m. local time at least two banking days before each settlement date; and (ii) prior to initiating any ACH Entries for which pre-funding is required. Funds must be in the Designated Account or the ACH Entry will not be released. Future dated files will require funds be in the Designated Account prior to the future settlement date. You will need to ensure sufficient funds are in your Designated Account to cover these transactions.

Upon receipt of your file, we will verify availability of funds in your Designated Account. Available funds must be in your Designated Account before you send or release your ACH file to the Bank or your ACH Entries will not be processed. Holds on deposited checks may limit funds availability and may require additional deposits or funds transfers in order to create sufficient availability.

If you do not have sufficient funds available at the time we process an ACH Entry requiring pre-funding, we may, at our sole discretion, take any series of actions we deem necessary to appropriate including any of the following: (i) process the ACH Entry as if you were not using ACH pre-funding in which event you will pay to us the amount of the ACH Entry transmitted by us; (ii) continue to try to process the ACH Entry; (iii) suspend the ACH Entry; or (iv) reject the ACH Entry. For each day during which we attempt to process the ACH Entry and we are unable to do so because there are not sufficient funds available or during which the ACH Entry is suspended because of the insufficient funds, we may charge you a daily NSF fee at or then current commercial NSF rate, as set forth in our Fee Schedule. We may debit the Designated Account to recover the NSF fee and if there are insufficient funds in the Designated Account we may recover the fees from any other accounts that you maintain with the Bank.

Settlement.

You agree that you must settle at such time and on the date of transmittal by the Bank all ACH Credit Entries. You must also settle with the Bank the amount of each ACH Debit Entry returned by a Receiving Depository Financial Institution ("RDFI") or ACH Debit Entry that the Bank dishonors.

You will maintain in the Designated Account as of the applicable settlement date immediately available funds sufficient to cover all ACH Credit Entries initiated by you and any ACH Debit Entries that are returned or that we



refuse. In the event there are not sufficient available funds in the Designated Account to cover your obligations under this Agreement, you agree that we may take any of the following actions in our discretion: (a) refuse to process all ACH Entries; (b) process that portion of the ACH Credit Entries as you have sufficient available funds in the Designated Account to cover, in whatever order the Bank in its sole discretion shall elect to process; or (c) process all ACH Credit Entries and if the amount of the ACH Credit Entries exceeds the amount of available funds in the Designated Account, overdraft the Designated Account which such overdraft you agree to immediately repay along with any associated overdraft fees and charges.

Cancellation, Rejection, or Amendment of ACH Entries.

You shall have no right to cancel or amend any ACH Entry after we receive it. However, we shall use reasonable efforts to act on a request by you to cancel an ACH Entry before transmitting it or crediting an on-us ACH Entry. Any such request shall comply with the Security Procedures. We shall have no liability if we fail to affect the cancellation. You agree to reimburse us for any and all costs and expenses we incur in attempted to reverse or amend an ACH Entry.

You agree that we have no obligation to accept ACH Entries and that we may reject any ACH Entry you issue. We may reject any ACH Entry for, among other reasons, the following: (1) failure to comply with the Rules; (2) having an effective date more than fourteen (14) days in advance; (3) failure to make timely payment of any ACH Entry; and (4) violation of this Agreement or any other agreement you have with the Bank.

You agree to indemnify, hold harmless and reimburse us for any ACH Entry which is rejected or disputed after we permit you to withdraw funds in an amount equal to the ACH Entry. We shall have no liability to you for rejection of an ACH Entry and shall not be liable to pay interest to you even if the amount of your Payment Order is fully covered by a withdrawable credit balance in your account or we have otherwise received full payment from you.

Notice of rejected, returned or changed ACH Entries.

We will use reasonable efforts to notify you by telephone, fax, or email of a rejected ACH Entry no later than the Business Day we become aware of such rejection. We shall have no liability to you by reason of the rejection of any ACH Entry or the fact that such notice is not given at an earlier time than that provided for herein. In the event that any ACH Entry is rejected by the ACH operator for any reason, it shall be your responsibility to remake such ACH Entry. Should the file be rejected due to our error, we will be responsible for remaking the file. In such event, you will supply sufficient information to allow us to recreate the ACH Entries for up to five (5) Business Days after midnight of the settlement date.

We will use reasonable efforts to notify you by telephone, fax, or email of the receipt of a returned ACH Entry no later than one Business Day after the Business Day on which we received the returned ACH Entry. We shall have no obligation to retransmit a returned ACH Entry if we complied with the terms of this ACH Agreement with respect to the original ACH Entry. If one of your customers returns any transaction, it is your responsibility to collect any funds that are owed. We have no obligation to originate a transaction where authorization has been revoked. We have no obligation to send a separate notice of ACH Debit Entries that are returned unpaid. We have no obligation to challenge or contest a returned or rejected ACH Entry. We may monitor the occurrence of returned ACH Entries to your account against the average for your industry and in accordance with the Rules, and we reserve the right to terminate your ability to transmit ACH Entries to us or to impose additional risk management measures. We will provide you all information as required by the Rules with respect to each notification of change ACH Entry or corrected notification of change ACH Entry received by us relative to ACH Entries transmitted to us by you. You shall ensure that changes are made within six (6) days of receipt of this notification of change ACH Entry information from us or prior to transmitting another ACH Entry to the receiver's account, whichever is later, provided that, you may choose, in your discretion in accordance with the Rules, to make the changes specified in any notification of change ACH Entry or corrected notification of change ACH Entry received with respect to any single ACH Entry. We shall have no liability to you by reason of the return of any ACH Entry or the fact that such notice is not given at an earlier time than that provided for herein.



Reversals.

You may initiate a reversing ACH Entry, for erroneous or duplicate transactions, as permitted by the Rules. In doing so, you warrant that you have initiated the ACH Entries within five Business Days of the original ACH Entry or ACH Entries and within 24 hours of discovery of the error. You also warrant that you have notified the holder of an account against which a reversing ACH Entry has been made, and the reason for the reversal, no later than the settlement day of the reversal. For reversing ACH Entries, you indemnify all parties to the transaction from and against any claim, demand, loss, liability, or expense. We do not guarantee that any reversing ACH Entry in accordance with the Rules (or otherwise) will be accepted by the RDFI. If the RDFI does not accept a reversing ACH Entry, we will have no further obligations to you with respect to such ACH Entry.

Fees.

Fees associated with the ACH Service are provided on the Business Fee Schedule which is available upon request.

Data Retention.

You understand that electronic transmissions could contain information subject to privacy laws including, without limitation, the Health Insurance Portability and Accountability Act ("HIPAA"). You agree that you will not submit such information to us. You further agree that if you do submit such information that we shall not be responsible for maintaining the information received. You shall retain data on file adequate to permit remaking of ACH Entries for thirty (30) Business Days following the date of transmittal to us. You shall provide such data to us upon our request. You agree to be bound by and comply with all applicable provisions of the Rules regarding the retention of documents or any record, including, without limitation, your responsibility to retain all items, source documents, and records of authorization in accordance with the Rules, and to timely provide such records to us in accordance with the Rules upon our request.

Third Party Sender.

You may not act as a third-party sender as defined in the Rules. If, for any reason, you do provide services that may result in you being deemed to be a third-party sender, you must cease providing such services immediately and shall be in default of this Agreement. Notwithstanding the foregoing, if your activities cause you to be a third-party sender, you are automatically deemed to make the additional agreements and representations to us that are contemplated by the Rules for third-party senders. Nothing set forth herein shall diminish, restrict, or otherwise reduce any obligations that you would have as a third-party sender under the Rules, it being the intention of the parties that our rights and remedies under this Agreement are in addition to, and not in lieu of, the rights and remedies available under the Rules. The agreements and warranties that you make as a Third-Party Sender include, without limitation, the following:

- a. you shall notify us that you are a Third-Party Sender;
- b. you shall provide us with any and all information we deem reasonably necessary to identify each originator for which we transmit entries, and shall provide such information within the stated amount of time we provide;
- c. you warrant that each originator for which we transmit entries has agreed to (a) assume the responsibilities of an originator under the rules, (b) be bound by the rules, (c) not initiate any entries that violate the laws of the United States or the rules, and (d) such additional terms as we may require, including terms limiting our liability;
- d. you make all the warranties and assume the liabilities of an ODFI under the rules;
- e. you indemnify us for any failure of an originator for which you act as a third-party sender to perform its obligations as an originator under the rules;



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- f. you shall comply with and assure that each originator for which you act as a third-party sender complies with the rules and applicable law, including, but not limited to, the electronic funds transfer act, Regulation E, to the extent that the same may be applicable to the ach transactions processed hereunder;
- g. you shall immediately reimburse us for any third party claims, demands or other process recognized by the rules (such as returns, reversals, adjustments, reclamations or claims based on breach of any warranty made by originators or third-party senders under the rules) to the extent that we are required to reimburse or indemnify any receiver, RDFI or other third party in respect of an entry;



ADDENDUM C – POSITIVE PAY

Additional Definitions. In addition to other terms defined in this Agreement, the following definitions apply:

"Business Day" means every day except Saturday, Sunday, and Federal holidays.

"Check Issue File" means the file you send to us identifying the authorized checks you have written on a Designated Account.

"Designated Account" means each of your deposit accounts at Bank that is designated by you and Bank (in the manner determined by Bank) for the Positive Pay Service.

"Matching Check" means each check drawn on a Designated Account and presented to Bank whose check serial number, dollar amount, payee name, issuance date, and account number match any listing in the Check Issue File, using computer comparison.

"Rules" means the rules promulgated by the National Automated Clearing House Association (NACHA).

Check Positive Pay

1. **Customer Responsibilities.** You must provide us with a Check Issue File identifying all outstanding checks on each Designated Account prior to the time the Positive Pay Service is initiated. On each day that a check is written against a Designated Account, you must supply us (in accordance with our procedures) with all required check issue information prior to the deadline established by us from time to time.
2. **Exceptions.** Check Positive Pay verifies the Customer's Check Issue File against the checks presenting for payment on Customer's Designated Account(s). Matching Checks will be presented for payment automatically. Checks that do not match the information identified in the Check Issue File are exceptions and will be provided to Customer as described below for a decision to pay or return. Quality and appearance of the checks presented may also give rise to exceptions that will be presented for a decision to pay or to return.
 - a. Items presented for payment not matching your Check Issue File will be exceptions. It is your responsibility to decision your Positive Pay exceptions each Business Day by 1:00 pm (CST). Any exceptions that you do not review and decision (in accordance with our procedures) before the deadline we establish from time to time the item will be paid or returned in accordance with your default decision setting.
 - b. We verify checks presented to us at the teller line for immediate payment against your Check Issue File. If a check does not match your Check Issue File, we will decline payment of the item.
3. **Uploading Files.** You must upload the Check Issue File to our system as soon as checks are issued. Check Issue Files can be uploaded to our system on a monthly, weekly, daily, or hourly basis one at a time through our website or by uploading a file.
4. **ACH Entries.** Check Positive Pay will not stop the payment of checks that have been converted to ACH Entries. The Rules prohibit the conversion of business checks greater than \$25,000 as long as they meet the standards published in the Rules. You are responsible for ensuring that your checks meet those standards. Notify us immediately if you believe a check has been improperly converted to an ACH Entry.
5. **Limitation on Liability.** You agree that Bank is not required to inspect any attribute of a check (other than those included in the Check Issue File) that is processed through the Check Positive Pay Service and that each Matching Check will be paid without Bank performing its customary (or any other) check verification procedures. As a result, Bank will not have any liability for (a) following instructions received



from any person it believes in good faith is one of Customer's authorized representatives or (b) paying or returning any check in accordance with this Agreement, including any check that (i) bears a forged or unauthorized signature or is counterfeit or otherwise not validly issued or (ii) is altered or otherwise fraudulent with respect to an attribute that the Positive Pay Service is designed to match.

- 6. Ordering Checks.** We encourage you to use our preferred check vendor, Deluxe Check Printers, for your check printing needs to assure that your business checks meet the standards in the Rules and in our Deposit Account Agreement. However, if you choose to use a different check provider you should do a quality inspection of checks for proper MICR encoding as poor encoding will cause Check Positive Pay exceptions.

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- 7. ACH Authorization Rules.** You are responsible for creating and maintaining certain authorization rules to govern ACH Entries on your Designated Account(s) (the "Authorization Rules"). These Authorization Rules are required for ACH Positive Pay, otherwise every ACH Entry will create an Exception Item (defined below). The Authorization Rules will determine which ACH Entries can be processed without creating an Exception Item. The criteria you may use to create Authorization Rules include the ACH Company Identification, Description, SEC Code, and maximum allowable dollar amount.
- 8. Access and Notification.** An ACH Positive Pay Exception (an "Exception Item") is any item not previously set up as allowed to be processed in the Authorization Rules defined for your Account(s). You agree to access the AB Digital System daily to review transactions and Exception Items and to provide pay or return instructions to us. In addition, we strongly recommend you select or turn on email notifications. These settings will provide you with the opportunity to receive notification on each day on which ACH transactions are presented for payment.
- 9. Processing and Transmittal.** Your customized instructions or rules will be compared against ACH items presented to us for payment. ACH items presented for payment will include all ACHs received by us via direct origination, from the Federal Reserve Bank, or from correspondent and other banks. If an unauthorized ACH item posts to an Account, the customized instructions or rules determine whether the item requires a pay/return decision or if you should be alerted via your established method of notification that unauthorized activity has occurred.

All customized instructions or rules must be set-up within the online portal no later than 6:00 PM CST on any day for effect the next business day. Should you fail to modify or set up such instructions or rules by this time, we shall not be responsible for paying or returning any Item.

All Exception Items will be available to you no later than 7:00 AM CST on each business day that you have an Exception Item. You may make your pay/return decisions through the online portal no later than 1:00 PM CST. If you fail to make a pay/return decision prior to the processing cut-off, the item will be paid or returned in accordance with your standing order or default decision.

- 10. Excluded Transactions/ACH Items.** This Service is not designed to detect or prevent fraud due to other paperless transactions (Wire or EFT) to the Account. In addition, this Service excludes ACH Entries identified with Standard Entry Class (SEC) Codes of ACK, ADV, ARC, ATX, BOC, COR, DNE, ENR, IAT, MTE, POP, SHR, TRC, TRX, and XCK since these transactions are either non-monetary or are checks which have been converted to electronic format. Also excluded are any incoming returns and corrections.
- 11. Limitation of Liability.** Customer agrees that Bank shall not be liable for any ACH item paid by Bank that either (i) appears in the Exception Processing section in eBusiness online banking and was not indicated as a valid item, or (ii) appears in the Exception Processing section in eBusiness online banking and was indicated as an invalid item.

Bank and Customer explicitly agree that any item paid by Bank as provided herein shall be deemed "properly payable" as that term is used in Article 4, Section 4-401 of the Uniform Commercial Code and



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any item returned by Bank as provided herein shall be deemed a rightful dishonor for purposes of Article 4, Section 4-402 of the Uniform Commercial Code. Any loss resulting from such payment or dishonor shall be borne by Customer.



ADDENDUM D – REMOTE DEPOSIT CAPTURE

Additional Definitions.

“Digitized Item” A Digitized Item is an exact image of the front and back of an Original Check (or other paper instrument such as a money order) presented to you by another as payment of goods and/or services.

“Original Item or Original Check” An Original Item or Original Check is the original of an instrument presented to you by another as a form of payment for an obligation owed to you.

“Remote Deposit Capture / RDC / RDC Service / RDC System” RDC is a secure service provided by us that allows you to scan paper Items such as checks at your office and send those to us electronically via an encrypted internet connection as a Digitized Item for deposit into your Account. The RDC System describes the manner in which you convey information to us electronically and the RDC Service means the services we provide to you for Items submitted to us through the RDC System.

“RDC Deposit Limit” means the maximum dollar amount that we establish for Files that may be sent on any given Business Day.

“RDC User Guide” The material you received from us at the time you executed this RDC Agreement, and from time to time thereafter, containing rules and protocols applicable to RDC.

“Substitute Check” A Substitute Check is an instrument as defined in 15 U.S.C. 5001-5018 a/k/a the Check Clearing Act for the 21st Century or Check 21.

“Transaction” Each transmission to us of single or multiple Digitized Items under the terms of this RDC Agreement is a Transaction.

Access To the RDC Service.

To use the RDC Service, you must have at least one Account with us, high speed internet access, a valid e-mail address and have executed the Agreement in full.

RDC Service Description.

When we receive Transactions from you, we will use the Digitized Check to create a Substitute Check as defined in the Check Clearing Act for the 21st Century or other electronic representation as authorized under then applicable law that will be submitted for collection through the Federal Reserve or other clearinghouses, or directly to the paying institution. Upon our acceptance of a Digitized Item such will be Memo Posted as a Provisional Credit to your Account. (See “Funds Availability” section).

Required Information for Transactions.

Images of any Item that you transmit to us must accurately and legibly provide all the information on the front and back of the check at the time presented to you by the drawer. Prior to capturing the original check, you must endorse the back of any Item or Original Check in a manner consistent with any endorsement specifications set forth in your Deposit Account Agreement, or by applying a virtual endorsement through the RDC system. The image of the Item transmitted to us must accurately and legibly provide, among other things, the following information: (i) the information identifying the drawer and the payor bank that is preprinted on the Item, including complete and accurate MICR information and any signature(s); and (ii) other information placed on the Item prior to the time an image of the Item is captured, such as any required identification written on the front and any endorsements applied to the back. The image quality for the Item must meet the standards for image quality



established by the American National Standards Institute ("ANSI"), the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association. You understand that (a) you are solely responsible for the quality of the Item image submitted for deposit using the RDC Service; (b) that any message text or other information you add to the Item may cause the depository bank's endorsement not to be legible which may result in the delayed return of the Item if it is not paid; and you understand that the appearance of the Item (such as the use of certain background colors, decorative images and choices in ink) may affect your ability to produce an acceptable Digital Item or our ability to create a Substitute Item that meets legal requirements and that such failure may obligate you to deliver the Original Item to us for collection. Further, you understand that failure to submit an accurate and legible image of any Item may result in us declining to give you Provisional Credit for such Item.

Funds Availability.

The Funds Availability Policy section of the Deposit Account Agreement and the related disclosures provided to you reflect our policies relating to the availability of funds deposited to your Account. Each time we receive a Transaction from you (a "Deposit"), we will send a notice to you by electronic mail (an "Availability Notice") at the address shown in Section 21. We will generally give you Provisional Credit for deposits on the same Business Day we receive them. Deposits submitted before 7 PM central time on a Business Day generally will be available on the next Business Day. Deposits submitted after 7 PM central time will be processed the next Business Day. See the section in our DAA regarding our funds availability policy for more details.

RDC Deposit Limit

The total dollar value of the Files you send to us on a Business Day shall not exceed the RDC Deposit Limit. If total amount of your deposit File exceeds the RDC Deposit Limit, those deposits which cause the File to exceed the RDC Deposit Limit will not be processed. You may contact your Treasury Services professional to discuss options for a temporary increase in the RDC Deposit Limit.

Provisional Settlement; Returns.

You acknowledge that any Item may be returned by the institution on which it was drawn for insufficient funds or other reasons, including claims or returns that the Substitute Check or electronic representation does not meet legal equivalence requirements under applicable law. If we do not receive Final Settlement, you agree that we are entitled to a refund by you of any amount credited to your Account in connection with such Item. In order to effectuate any refund from you to which we are entitled under this provision you authorize us, without prior notice to you, to take such actions as are set forth in the Right of Setoff provisions of the Deposit Account Agreement and we may also use any other legal remedy available to us under applicable law to recover the funds from you. Under such circumstances we may charge you a Returned Item fee.

Your Representations, Warranties And Covenants Regarding Items And Transactions.

Each time you submit a Transaction, you will be deemed to represent and warrant to us that: (i) the Original Check was drawn on a financial institution located in the United States, (ii) the preparation and presentment of the Transaction complies with this RDC Agreement and the RDC User Guide, (iii) the Digital Check is a true, correct and accurate image that represents all the information on the front and back of the Original Check at the time you created the Digital Check, (iv) we will be able to create a Substitute Check from the Digital Check that will satisfy legal equivalence requirements, (v) the Digital Check has not been altered in any manner, (vi) you have reviewed and confirmed that the MICR line information on the Digital Check is identical in all respects to the Original Check, (vii) the routing number on the Original Check is valid, (viii) neither the Original Check nor a paper or electronic representation has been deposited for collection with us or any other financial institution, (ix) no depository bank, drawee, drawer, or endorser will be asked to pay a check that it already has paid, (x) you have no knowledge or notice of information to indicate that the Transaction is fraudulent; and (xi) that all Transactions have been submitted by you in compliance with this RDC Agreement, the RDC User Guide, the rules and regulations of the National Automated Clearing House Association (NACHA) rules, all other applicable clearing house rules, the Check Clearing for the 21st Century Act, 15 U.S.C. 5001-5018 ("Check 21"), Federal Reserve Regulation CC (12



C.F.R. Part 229) (“Reg CC”), the Office of Foreign Assets Control sanction laws, the Bank Secrecy Act, the USA PATRIOT Act, the Uniform Commercial Code as enacted in Missouri and all other applicable state and federal laws and regulations, all as amended from time to time.

Rejection of Transactions or Items.

If a Transaction or an Item is illegible or does not conform to the required standards as set forth in this Agreement or we cannot otherwise process any Item based upon the information we shall reject the Item or Transaction. Except when prohibited by law, we may reject at our sole discretion any transfer request from you for any reason, including without limitation our belief that any such Item or Transaction is fraudulent. We will notify you of our rejection of the transfer request by telephone, electronic message, or U.S. mail. In addition, we will comply with regulations issued by the Office of Foreign Assets Control (OFAC). If any transfer request is to a recipient listed on OFAC’s list of Specially Designated Nationals and Blocked Persons, we shall not complete the transfer and shall “block” the funds until such time OFAC sends us a written release.

Original Item Retention.

You agree that you shall: (i) promptly deliver to us any Original Item we may request (or, if the Original Item is no longer in existence, a sufficient copy of the front and back thereof) to aid in the clearing and collection process or to resolve claims by any third party with respect to any such Item; (ii) retain each Original Items for a period of time sufficient to allow you to determine the Item has cleared your account; (iii) use commercially reasonable efforts to safeguard all Original Items until you destroy them in a proper manner; (iv) cooperate fully and promptly with, any examination that may be required by applicable law, our state or federal regulators, our auditors, and/or our compliance personnel including, without limitation, by promptly providing to us any information, which may be required by applicable law by such examination.

Equipment.

We will provide a device that will connect to your internet and enable you to scan Items (“Our Equipment”) so you can use the RDC Service. You may purchase Our Equipment from our vendor (“Referred Equipment Vendor”) or you may purchase a scanner compatible with the RDC System (the “Other Vendor Equipment”) from another vendor of your choosing (“Other Equipment Vendor”) provided that any Other Equipment Vendor and the Other Vendor Equipment have been first approved by us in writing. Our Equipment and Other Vendor Equipment are sometimes collectively called “Equipment”. Our right to approve your use of an Other Equipment Vendor or Referred Equipment Vendor (collectively the “Third-Party Vendors”) is intended solely for our benefit. You may not infer from our approval of a Third-Party Vendor that we have in any way made any representation or warranty regarding the ability of the Third-Party Vendor to provide Equipment or services that will satisfy your needs. We reserve the right to revoke our consent to your use of any Equipment at any time. Even though our approval is required for you to use a Third-Party Vendor and Other Vendor Equipment, we will have no liability to you if you are unsatisfied with the Other Vendor Equipment or the services provided by the Third-Party Vendor. We shall not be responsible to you for any Other Vendor Equipment, nor have liability for the malfunction of any Equipment used by you for the processing of Transactions. If you are using Our Equipment when this Agreement is terminated, you shall deliver Our Equipment to us in good working order and at your expense on the Termination Effective Date.

Software.

When we deliver Our Equipment to you, we will provide software, manuals, data, processes and related user materials and information (“Software”) for you to use in connection with the RDC Service. You acknowledge that the Software, including Software created or modified by us to be specific to your environment, is our property and that we claim and reserve all rights to the Software available under copyright and other applicable law. Your license of and permission to use the Software is non-exclusive and nontransferable, and it extends only to your own use of such Software for the purpose of initiating and transmitting Transactions as set forth in this Agreement. The Software may not be used to process transactions with or through any other person without our prior written consent. You further acknowledge that the Software contains confidential information and trade secrets that we



ACADEMYBANK

have entrusted to you in confidence. You agree to protect the Software, and the confidential and trade secrets incorporated therein, by controlling access to the Software, permitting none of your employees or other persons under your control to examine, alter, attach, add to, modify, decode, reverse engineer, transcribe, extract or reproduce, in whole or in part, the Software in any way. Without limiting the generality of the foregoing, you specifically agree that you will not delete, mask or obscure any proprietary notices that we place on Software and any media on which it is delivered to you ("Media"). The Software will be updated via the Internet. You shall not make any copies of the Software or the Media without our prior written consent.



ADDENDUM E – BILLPAY

SERVICE DEFINITIONS

"**Bill Pay Administrator**" refers to your designated Online Administrator who has been given the authority to add Billers into the payment system.

"**Biller**" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

"**Billing Account**" is the checking account from which all Service fees will be automatically debited.

"**Business Day**" is every Monday through Friday, excluding Federal Reserve holidays.

"**Due Date**" is the date reflected on your Biller statement for which the payment is due; it is not the late date or grace period. "**Scheduled Payment**" is a payment that has been scheduled through the Service but has not begun processing.

"**Payment Account**" is the checking account from which bill payments will be debited.

"**Payment Instruction**" is the information provided by you to the Service for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date). Due to limitations imposed by the Service payment instructions cannot exceed \$9,999.99 per transaction.

"**Scheduled Payment Date**" is the day you want your Biller to receive your bill payment and is also the day your Payment Account will be debited, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

"**Service**" means the bill payment offered by the Bank through this Agreement.

PAYMENT SCHEDULING

The earliest possible Scheduled Payment Date for each Biller (typically four (4) or fewer Business Days from the current date) will be designated within the application when you are scheduling the payment. Therefore, the application will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments, you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period.

THE SERVICE GUARANTEE

Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account. The Service will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with the guidelines described under "Payment Scheduling" in this Bill Pay Agreement (the "Service Guarantee").

PAYMENT AUTHORIZATION AND PAYMENT REMITTANCE

You represent and warrant that you are acting with full authority for the applying entity, and that you are duly authorized to execute this Bill Pay Agreement on behalf of the applying entity. By providing the Service with names and account information of Billers to whom you wish to direct payments, you authorize the Service to follow the



Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Biller directives.

When the Service receives a Payment Instruction, you authorize the Service to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Service to credit your Payment Account for payments returned to the Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Service.

The Service will use its best efforts to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of the Service, your Payment Account does not contain sufficient funds to complete the transaction, or the transaction would exceed the credit limit of your overdraft account;
2. The payment processing center is not working properly, and you know or have been advised by the Service about the malfunction before you execute the transaction;
3. You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Biller; and/or,
4. Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Biller which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

PAYMENT METHODS

The Service reserves the right to select the method in which to remit funds on your behalf to your Biller. These payment methods may include, but are not limited to, an electronic payment, an electronic check payment, or a laser draft payment (funds remitted to the Biller are deducted from your Payment Account when the laser draft is presented to your financial institution for payment).

PAYMENT CANCELLATION REQUESTS

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the Service. There is no charge for cancelling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

STOP PAYMENT REQUESTS

The Service's ability to process a stop payment request will depend on the payment method and whether a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Customer Service. Although the Service will make every effort to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing within



fourteen (14) days. The charge for each stop payment request will be the current charge for such service asset out in the applicable fee schedule.

EXCEPTION PAYMENTS

Tax payments and court ordered payments may be scheduled through the Service, however such payments are discouraged and must be scheduled at your own risk. In no event shall the Service be liable for any claims or damages resulting from your scheduling of these types of payments. The Service Guarantee as it applies to any late payment related changes is void when these types of payments are scheduled and/or processed by the Service. The Service has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, mis-posted or misdirected payments will be the sole responsibility of you and not of the Service.

BILL DELIVERY AND PRESENTMENT

This feature is for the presentment of domestic electronic bills only and it is your sole responsibility to contact your Billers directly if you do not receive your statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

Information Provided to the Biller - The Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Biller. Any changes will need to be made by contacting the Biller directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. The Service may, at the request of the Biller, provide to the Biller your e-mail address, service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for purposes of the Biller informing you about Service and/or bill information.

Activation - Upon activation of the electronic bill feature the Service may notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.

Authorization to obtain bill data - Your activation of the electronic bill feature for a Biller shall be deemed by us to be your authorization for us to obtain bill data from the Biller on your behalf. For some Billers, you will be asked to provide us with your username and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.

Notification - The Service will use its best efforts to present all your electronic bills promptly. In addition to notification within the Service, the Service may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills.

The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.

Cancellation of electronic bill notification - The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The time frame for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. The Service will notify your electronic Biller(s) as to the change in status of your



account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

Non-Delivery of electronic bill(s) - You agree to hold the Service harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.

Accuracy and dispute of electronic bill - The Service is not responsible for the accuracy of your electronic bill(s). The Service is only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS

If you tell us within two (2) Business Days (four (4) Business Days if your account was opened in Kansas) after you discover your password or other means to access your account has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days (four (4) Business Days if your account was opened in Kansas) after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00 (\$300.00 if your account was opened in Kansas). If your monthly financial institution statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

ERRORS AND QUESTIONS

In case of errors or questions about your transactions, you should as soon as possible notify us via one of the following:

1. Telephone us at 1(866)277-4539 during Customer Service hours;
2. Contact us by using the application's e-messaging feature; and/or
3. Write us at: Academy Bank, N.A., PO Box 26458, Kansas City, MO 64196

If you think your statement is incorrect or you need more information about a Service transaction listed on the statement, we must hear from you no later than sixty (60) days after the FIRST statement was sent to you on which the problem or error appears. You must:

1. Tell us your name and Service account number;
2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information;
3. Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. We will tell you the results of our investigation with ten (10) Business Days after we hear from you and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Payment Account within ten (10) Business Days for the amount



you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Payment Account. If it is determined there was no error, we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation.

The Service may revoke any provisional credit provided to you if we find an error did not occur.

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make ONLY in the following situations:

1. Where it is necessary for completing transactions;
2. Where it is necessary for activating additional services;
3. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller;
4. To a consumer reporting agency for research purposes only;
5. In order to comply with a governmental agency or court orders; or,
6. If you give us your written permission.

FAILED OR RETURNED TRANSACTIONS

In using the Service, you are requesting the Service to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction may not be completed. In some instances, you will receive a return notice from the Service. In each such case, you agree that:

1. You will reimburse the Service immediately upon demand the transaction amount that has been returned to the Service;
2. For any amount not reimbursed to the Service within fifteen (15) days of the initial notification, a late charge equal to 1. 5% monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;
3. You will reimburse the Service for any fees imposed by your financial institution as a result of the return;
4. You will reimburse the Service for any fees or costs it incurs in attempting to collect the amount of the return from you; and,
5. The Service is authorized to report the facts concerning the return to any credit reporting agency.

ALTERATIONS AND AMENDMENTS

This Agreement, applicable fees and service charges may be altered or amended by the Service from time to time. If required, the Service shall provide notice to you. If you do not agree with the alterations or amendments you may terminate your use of the Service consistent with the terms of this Bill Pay Agreement. Any use of the Service after notice of change will constitute your agreement to such change(s). Further, the Service may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Service reserves the right to terminate this Bill Pay Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent



revisions and updates. In addition, as part of the Service, you agree to receive all legally required notifications via electronic means.

ADDRESS OR BANKING CHANGES

It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and e-mail addresses. Changes can be made either within the application or by contacting Customer Service. Any changes in your Payment Account should also be made in accordance with the procedures outlined within the application's Help files. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. The Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

SERVICE TERMINATION, CANCELLATION, OR SUSPENSION

In the event you wish to cancel the Service, you may have the ability to do so through the product, or you may contact Customer Service via one of the following:

1. Telephone us at 1(866)277-4539 during Customer Service hours; and/or
2. Write us at: Academy Bank, N.A., PO Box 26458, Kansas City, MO 64196

Any payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. All Scheduled Payments including recurring payments will not be processed once the Service is cancelled. The Service may terminate or suspend Service to you at any time. Neither termination or suspension shall affect your liability or obligations under this Agreement.

BILLER LIMITATION

The Service reserves the right to refuse to pay any Biller to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Bill Pay Agreement.

RETURNED PAYMENTS

In using the Service, you understand that Billers and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. The Service will use its best efforts to research and correct the returned payment and return it to your Biller or void the payment and credit your Payment Account. You may receive notification from the Service.

INFORMATION AUTHORIZATION

Your enrollment in the Service may not be fulfilled if the Service cannot verify your identity or other necessary information. In order to verify ownership of the Payment Account(s) and/or Billing Account, the Service may issue offsetting debits and credits to the Payment Account(s) and/or Billing Account and require confirmation of such from you. Through your enrollment in the Service, you agree that the Service reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that the Service reserves the right to obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification).



ADDENDUM F – LOCKBOX

Lockbox.

Customer is currently receiving monies from various sources including its customers. Upon execution the required documentation, Bank shall establish via Bank's remittance processor one or more post office boxes for the Customer to use for its receipt of such payments. All additional or substitute post office boxes established after execution of this Agreement are hereafter referred to collectively as the "Lockbox."

Notification to Payors.

Customer may notify Customer's account debtors that payments to Customer shall hereafter be sent to the Lockbox, by sending each account debtor a notice.

Processing Contents of Lockbox.

Each business day, Bank or its authorized designees shall remove the contents of the Lockbox and process items in the Lockbox in accordance with the instructions documented in the "LOCKBOX IMPLEMENTATION AND PROCESSING INSTRUCTIONS" form.

Depositing Checks to the Customer's Account.

For all processed checks, Customer authorizes Bank to endorse the checks and to deposit them to the customer's designated account ("Customer's Account") on the business day of receipt; provided, however, that for this purpose checks received after 6:00 a.m. on a business day at the United States Postal Office served by Bank's remittance processor will be deemed to have been received on the following business day.

Acceptable Payees.

Customer will provide Bank with a list of entities that constitute acceptable payees ("Acceptable Payees") such that checks made out to any of the Acceptable Payees may be deposited into the Customer's Account. To the extent any of the Acceptable Payees constitute separate entities, customer represents and warrants to the Bank that whether through common ownership, or parent/subsidiary or other affiliate relationship Customer has all necessary agreements and authorizations from the Acceptable Payees in order to deposit checks to the Acceptable Payees in the Customer's Account.

Indemnification.

Customer agrees to be bound by the Indemnification provision set forth in the Agreement and in addition shall indemnify and hold harmless the Bank from any losses, claims, injuries, liabilities, costs, penalties, damages, expenses or other harm or injury arising out of the Banks deposit of checks from the Acceptable Payees into the Customer's Account including, but not limited to, claims that the deposit of the checks to Acceptable Payees was not authorized due to mistake, neglect, inadvertence, or misconduct on the part of Customer.

Limitation of Liability.

In performing its duties hereunder, Bank will exercise due care and will act in good faith. Bank will not be accountable for its failure to perform any of its obligations hereunder, except for its gross negligence or willful misconduct, or that of its employees, officers, or agents. If, as a result of such gross negligence or willful misconduct, Bank is liable for mishandling any item, such liability shall be limited to the lesser of the face amount of any check involved or the amount of Customer's direct loss as a result of such mishandling. IN NO EVENT



SHALL BANK BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFIT, NOTWITHSTANDING NOTICE TO BANK OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

Power of Attorney.

Customer irrevocably appoints Bank (or any person designed by Bank), as Customer's true and lawful attorney-in-fact for all purposes necessary to implement the foregoing Lockbox procedures, with full authority to receive, open and deliver mail addressed to Customer at the Lockbox, to endorse and negotiate checks and other instruments, receipts and invoices in the name of Customer (or any reasonably equivalent).

Termination.

Upon termination of the Lockbox services Bank may forward the mail addressed to the Lockbox in the manner instructed by Customer (and agreed to by Bank) for a maximum period of three months after the termination date, unless arranged otherwise between Customer and Bank. Absent agreement for post-termination forwarding of the mail addressed to the Lockbox, Bank may with no liability to Customer cause or allow such mail to be returned to sender.