

Agreement #2021-5924

Umbrella Agreement for Government Banking Services

This Agreement for Government Banking Services (the "Agreement") is made and entered into between County of El Dorado ("County") and Bank of America, N.A., ("Bank") a national banking association.

WHEREAS, County issued a Request for Proposal for Operational Banking Services (the "RFP"), RFP #21-947-032, for providing banking services identified in the RFP (the "Services");

WHEREAS, Bank responded to RFP and was the successful proposer to the RFP, having submitted its Technical Response to Request for Proposal for Operational Banking Services and Cost Proposal, dated April 20, 2021, (the "Proposal"); and

WHEREAS, County has determined that the provision of such financial services provided by Bank are in the public's best interest and that these services are more economically and feasibly performed by outside independent banks, in accordance with El Dorado County Ordinance Code , Section 3.13.030, by El Dorado County Charter, Section 210(b)(6) and Government Code Section 31000; and

WHEREAS, the parties wish to enter into this Agreement for the purpose of specifying the term, commencement, compensation, notice, administrator, requirements for assignment, and constituent documents of the Agreement between County and Bank regarding the Services;

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and other good and valuable consideration, the parties hereby agree as follows;

1. **Integrated Agreement.** The entire and integrated agreement between County and Bank related to the Services shall consist of this Agreement, Bank's Acceptance of Services as signed by the County which includes, but is not limited to, Bank's relevant Service Terms and Global Transaction Services Terms and Conditions Booklet, Bank's Proposal and County's RFP as modified by the Proposal. In the event of conflict among any of the preceding documents, such documents shall govern in the following order of precedence: (1) this Agreement, (2) Bank's Acceptance of Services as signed by the County which includes, but is not limited to, Bank's relevant Service Terms and Global Transaction Services Terms and Conditions Booklet, (3) the Proposal and (4) the RFP. The integrated agreement supersedes all prior negotiations, representations, statements, and agreements, whether written or oral, regarding the Services.
2. **Commencement of Performance.** Except as otherwise agreed by the parties, Bank shall begin performing each Service upon execution and delivery of this Agreement, the pertinent services agreement(s) and the related set-up form(s). Bank shall continue to perform such Services during the term of this Agreement.

3. Term. This agreement shall become effective upon final execution of both parties hereto and shall expire three years from the date of final execution. The Agreement may be renewed up to two (2) times for one (1) year terms each for a total of five (5) years. Renewals shall be mutually agreed upon by the Bank and the County. Bank fees, as contained in the Proposal, are guaranteed for a minimum of three (3) years. Bank fees during the renewal periods will be upon mutual agreement between the Bank and the County.
4. Contractor Administrator. The County Officer or employee with responsibility for administering this agreement is Cami Roberts, Assistant Treasurer-Tax Collector, or her successor.
5. Assignment. Neither County nor Bank may assign this Agreement without the prior written consent of the other party, such consent not to be unreasonably delayed or withheld; provided, however, that Bank may assign this Agreement to any Bank branches or affiliates without County's consent.
6. Compensation. For purposes hereof, the billing rates for Services provided under this Agreement shall be in accordance with Bank's Proposal.
7. Notices. Except as may otherwise be specified in the applicable service-level agreement(s) or set-up form(s), notices to County and Bank shall be sent by U.S. mail, postage prepaid, to the addresses set forth below:

County: **County of El Dorado
Treasurer-Tax Collector's Office
360 Fair Lane
Placerville, California 95667**

Attn.: Cami Roberts [or successor]

With a copy to: **County of El Dorado
Chief Administrative Office
330 Fair Lane
Placerville, California 95667**

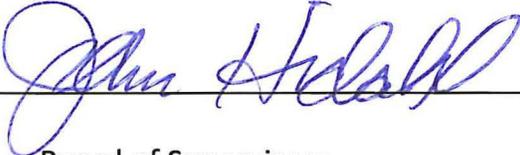
Attn.: Michele Weimer

Bank: **Bank of America, N.A.
Documentation Management (CA 4.706-04-07)
P.O. Box 27128
Concord, California, 94527-9904**

Changes in the respective addresses set forth above may be made from time to time by any party upon prior written notice to the other party.

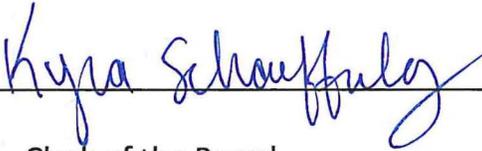
IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates indicated below.

— COUNTY OF EL DORADO —

By: 
Board of Supervisors
"County"

Dated: 9/28/21

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: 
Clerk of the Board

Dated: 9/28/21

— BANK OF AMERICA, N.A. —

By: 
Jared Ines
Vice President, Client Manager
"Bank"

Dated: 9/15/2021

**General Provisions
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Part I – Certification

The person(s) signing this Acceptance of Services (“Acceptance”) certifies/certify that:

- a) The person(s) signing the Acceptance is/are an authorized signer of the client entity or entities identified below (each a “Client”).
- b) Client has accessed and/or received and agrees to be bound by the Service Documentation, as may be further defined in the terms and conditions governing the relevant service, but in all cases includes the following:
 - (1) This General Provisions General Terms Acceptance of Services;
 - (2) The Service Terms for each treasury management service (each, a “Service”) utilized by Client now or in the future, which may be found in the Global Transaction Services Terms and Conditions or in Service specific amendments, supplements or addenda;
 - (3) The General Terms attached hereto;
 - (4) User Documentation, which includes any information Bank may make available regarding a Service, including user guides, details about how a Service works, any terms of use for that Service, technical specifications, and software licenses; and
 as any and all Service Documentation may be amended restated, supplemented, terminated and/or otherwise modified from time to time, for each Service utilized by Client whether as of or after the effective date of the Acceptance, without necessity of execution or delivery of any additional documentation for any such future utilized Service.
- If there is a conflict among the documents that make up the Service Documentation, the documents will govern in the order set forth above. Service Documentation will govern in the event of a conflict with any Account Agreement, except as applicable law requires otherwise. Service Documentation may be posted in electronic format on a Website provided by Bank (including but not limited to Bank’s CashPro® platform and any successor portal or access point). Any terms not defined in this Acceptance will have the meaning given to them in the Global Transaction Services Terms and Conditions.
- c) All information provided to Bank regarding the beneficial ownership of the Client is, to the best of each Client’s knowledge, complete and correct, and to the extent it is not or becomes outdated, each Client agrees to provide Bank with updated information as required by law.
- d) Client has taken all action required by its organizational or constituent documents to grant each person(s) signing this Acceptance the authority on Client’s behalf to (i) execute this Acceptance, (ii) add or delete Services, (iii) enter into other agreements or execute documents that Bank may require for Services Bank offers, (iv) agree to amend, terminate or otherwise act on behalf of Client with respect to this Acceptance and the Service Documentation entered into by execution of this Acceptance; (v) enter into all transactions related to the utilized Services, including but not limited to giving the Bank instructions regarding Electronic Funds Transfer Services; and (vi) designating other individuals to act in the name and on behalf of Client. Client will produce such organizational or constituent documents upon request.

Part II – Electronic Signatures

Electronic signatures. All persons authorized to execute agreements and instructions on behalf of Client or Bank may do so electronically, at the Bank’s option, and in such form and according to such processes and procedures as Bank may specify. Client agrees that each agreement or instruction executed electronically will be fully enforceable and may be relied upon by Bank as if it had been otherwise executed on paper by manual signature.

Electronic Communication. Client agrees that subject to applicable law, Bank may communicate with Client electronically and provide Client with, or make accessible, any or all of the Service Documentation (and any amendments, modification or supplements to such documents) electronically. Client’s agreement may be evidenced using a technical process, including the following:

- a) an electronic image file(s), e.g., in PDF format, containing a manuscript signature;
- b) an electronic signature protocol;
- c) click to accept functionality;
- d) an email exchange in which Client expresses agreement; and/or
- e) an approval by Client through the Bank’s CashPro® platform or third-party electronic platform utilized by Client and Bank.

Part III – Delegation of Authority

ADDITIONAL AUTHORITY DELEGATED TO SPECIFIC INDIVIDUALS

Client hereby grants authority to sign documents, accept amendments and setup and/or modify Services on behalf of Client to each person with the below specified title or each person below specified by name, regardless of title.

To Grant Authority to Specific Individual(s):			
Name	Service	Entity	Signature
Cami Roberts	All	County of El Dorado	
Ginnie Hibert	All	County of El Dorado	
Julia Tate	All	County of El Dorado	

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CASHPRO®

Client has granted the person(s) signing this Acceptance the authority on Client's behalf to identify and delegate authority to its CashPro® Primary Administrators. Client is authorizing each person listed in this section to identify the users of Services and control the scope of any user's access to Services (including but not limited to setting up entitlements, completion of setup forms and any subsequent amendments and the initiation or approval of payment transactions) on Client's behalf. This authorization includes that ability of the Primary Administrator to designate himself or herself, or to designate others, any of whom may be authorized to initiate, amend, cancel, confirm or verify the authenticity of instructions to the Bank for Services, whether given orally, electronically or by facsimile instructions, and to revoke any authorization granted to any such person. It is understood, however, that each and any such instruction to the Bank (even when the same is manually inserted and/or released by any user) shall be regarded as being given directly by the person(s) signing this Acceptance or, as applicable, other relevant authorized signatory or signatories in respect of Client's account(s), as the person(s) solely acting in the name and on behalf of the Client with respect to the relevant transaction; The Bank is entitled to rely upon this delegation in its provision of Services until written notice of its revocation is received by the Bank and the Bank has had a reasonable opportunity to act thereon. CashPro® Primary Administrators (for CashPro IDs with which Client is associated), listed below and added in the future (or current Primary Administrators, if such exist), unless otherwise indicated, may also be responsible for various electronic onboarding activities, including but not limited to the receipt and processing of important updates to this document or the Service Documentation that may be communicated from time to time.

E-mail Address For Legal Notices to All Clients Named Above: treasury@edcgov.us

CASHPRO USER ADMINISTRATION SECURITY – Please select one

<input type="checkbox"/>	Dual Administration with Token - One of the primary administrators will create user abilities and set entitlements within CashPro. The second administrator will review and approve before the abilities and/or entitlements take effect. <i>The second administrator approving such an administrative action will be prompted to enter the token one time password.</i>
<input checked="" type="checkbox"/>	Dual Administration – One of the primary administrators will create user abilities and set entitlements within CashPro. The second administrator will review and approve before the abilities and/or entitlements take effect.
<input type="checkbox"/>	Single Administration with Token – If Client selects this option, Client agrees that it authorizes this person or any subsequently identified Primary Administrators to act alone. Bank approval may be required prior to selection. Client may be required to sign Dual Administration Waiver or Security Procedure Modification Agreement.

DESIGNATION OF CASHPRO PRIMARY ADMINISTRATORS

Primary Administrator #1			
Name:	Ginnie Hibert	Postal Code:	95667
Phone:	530-621-5811	Mobile #:	
Email:	ginnie.hibert@edcgov.us	Fax#:	530-642-8870
Business Address:	360 Fair Lane	City:	Placerville
State/Province:	CA	Country:	USA
Primary Administrator #2			
Name:	Julia Tate	Postal Code:	95667
Phone:	530-621-5832	Mobile #:	
Email:	julia.tate@edcgov.us	Fax#:	530-642-8870
Business Address:	360 Fair Lane	City:	Placerville
State/Province:	CA	Country:	USA

SECURITY PROCEDURES WITHIN THE CASHPRO PORTAL

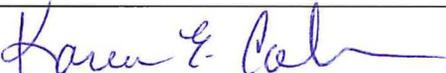
1. **Strong Authentication Upon Login** – Companies configured for strong authentication upon login require all Users to be prompted to authenticate using a token one time password when logging in to CashPro Online.
 - a. **Select below:**

<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
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 - b. **PLEASE NOTE:** Certain jurisdictions mandate by law the use of strong authentication. If a user has access to an account in such a jurisdiction, strong authentication upon login will be required for that user, regardless of the selection above.

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2. **Strong Authentication Accessing Applications** – Companies that choose not to be configured for strong authentication upon login may be required to use strong authentication when accessing certain high risk applications, as determined by Bank.
3. **Strong Authentication Approving Transactions** – Several applications require additional authentication (token one time password or e-signature) to release or approve a transaction, regardless of company's strong authentication upon login configuration.

Part IV – Signature and Effective Date	
Address for Bank Notices:	
Bank of America, N.A., Documentation Management (CA4-706-04-07) P.O. Box 27128, Concord, CA 94527-9904, Fax(925)675-7131	
Select One:	<input type="checkbox"/> New <input checked="" type="checkbox"/> Supersede Existing T&C Agreement
CLIENT ENTITY LEGAL NAME (Must match legal name of entity indicated in company formation documents)	
[ENTER PARENT CLIENT NAME]	
DATE: September 17, 2021	
1st Authorized Officer's Signature: (Must match Banking Resolution or Formation Documents)	
1st Authorized Officer's Name:	Karen E. Coleman, MBA
Title	Treasurer-Tax Collector
DATE: September 17, 2021	
2nd Authorized Officer's Signature: (Must match Banking Resolution or Formation Documents)	
2nd Authorized Officer's Name:	Cami Roberts
Title	Assistant Treasurer-Tax Collector

**Attestation to the General Provisions
General Terms Acceptance of Services**

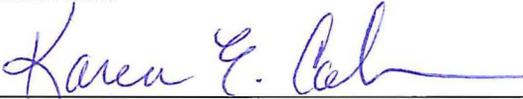
I the undersigned certify that each person signing the Acceptance of Services ("Acceptance") for Client is authorized to accept and execute the Acceptance on behalf of Client. Further, including through the use of electronic signatures, each such person has the authority to (i) accept and execute all banking agreements related to the Services provided under the Acceptance and related Service Documentation, (ii) execute and deliver all related forms, and (iii) provide and authorize all related instructions.

I further certify that I have full authority to execute this attestation on behalf of Client. The Bank is entitled to rely upon this attestation until written notice of its revocation is delivered to the Bank.

Date: 9/17/2021

County of El Dorado

Client Name



(Certifying signature)

Karen E. Coleman, MBA

(Certifying Name)

Treasurer-Tax Collector

(Certifying Title)

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GLOBAL TRANSACTION SERVICES TERMS & CONDITIONS

The Global Transaction Services Terms and Conditions (the General Terms and Conditions, the Service Terms and the Glossary – collectively, the “T&C”) together with the other Service Documentation form the agreement between Bank of America Corporation subsidiary banks (Bank of America, N.A. along with any other affiliates or subsidiaries of Bank of America Corporation listed on the List of Banks, hereinafter “Bank,” “we,” “us,” “our”) and the entity/entities that signed the Acceptance of Services (hereinafter “Client,” “you,” “your”) for the provision of global transaction services (“Service(s)”).

I. GENERAL TERMS AND CONDITIONS (“GENERAL TERMS”)

A. General Matters

1. Agreement

By Client’s execution of the Acceptance of Services, Client agrees to be bound by the T&C and the other Service Documentation, which together form the agreement between Bank and Client with respect to the Services described. This written agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties and supersedes and extinguishes all prior agreements related to the subject matter covered by this agreement. There are no unwritten oral agreements between the parties. Current User Documentation is available upon request. Except to the extent access to any Website associated with a Service requires an agreement with a third party that is distinct from the Service Documentation, the Service Documentation constitutes and represents the entire agreement between Bank and Client regarding the Services; Bank provides anywhere in the world and supersedes and extinguishes all prior agreements, understandings, representations, warranties and arrangements of any nature.

2. Incorporation of General Terms

Each and every provision in this General Terms and Conditions section applies to each Service section and each amendment, supplement, addendum, change or update to the T&C without specifically reiterating each provision in each Service section.

3. General Obligations

a. Performance

Bank is responsible for performing the Services that Bank agrees to provide from time to time and as set out in the Service Terms and in the Service Documentation. Bank may contract with an outside vendor in providing any of these Services.

b. Assistance

With respect to any Service, Bank will provide assistance by telephone at the numbers and during the hours specified in writing from time to time or Bank may direct Client to a Website, such as CashPro® Service Center (or any successor Website), for assistance.

c. Use of Services

Client agrees to use all Services and to conduct transactions in accordance with applicable laws, rules, enactments, regulations, regulatory policies, regulatory guidelines, industry codes, regulatory permits and regulatory licenses, in each case which are in force and as amended or superseded from time to time, including but not limited to all applicable economic or financial sanctions laws and regulations, including those imposed and enforced by the United States, European Union, United Kingdom and United Nations; such laws and regulations contain prohibitions regarding banking transactions involving certain countries or jurisdictions. Client agrees that it complies with all applicable laws, including laws that may require licensing or registration with a governmental authority. Client is responsible for ensuring that its use of a Service is in accordance with the applicable User Documentation and Materials, if any, for that Service.

The terms contained in the Service Documentation are not intended to conflict with and will not override any legal or regulatory requirements to which the Bank is subject. If there is a conflict between the Service Documentation and applicable law, Bank shall be entitled to take, or omit to take, any action it considers necessary to comply with such applicable law, and such action or omission will not constitute a breach of Bank’s obligations under the Service Documentation and such action or omission will be binding on Client.

d. Authorized Persons

Client must provide Bank with a list, in a manner and form acceptable to Bank, of authorized persons who may perform certain duties in connection with each specific Service, and it is Client’s responsibility to update the list as necessary to reflect any changes.

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e. Collected and Available Funds

Client must not issue any payments, initiate transactions or use any Service in a way which would cause its account balance to be exceeded (overdraft), and Client must ensure that Collected and Available Funds sufficient to cover the total of all payments or transactions issued are on deposit in its account each Business Day. In the event that sufficient funds are not available at the time of settlement, Bank may decline to process transactions without liability to Client or its payees. If Bank, in its sole discretion, allows an overdraft to occur in Client's account, repayment is immediately due and payable without notice or demand or as set out in the applicable Account Agreement. In such cases, the fact that Bank previously allowed an overdraft does not waive any Bank right and does not obligate Bank to any overdraft in the future. Additional terms and conditions contained in the Account Agreement may apply. If sufficient funds are not available, Bank is not obligated to process any transactions, even if Bank has done so in the past, without having first been paid by Client.

f. Provisional Credit

For certain Services, Bank may provide provisional credit to Client which is subject to later verification by Bank. Bank may reimburse itself for any provisional credit that it makes available to Client out of any Client Deposit Account. Client will pay Bank immediately for transactions or returned or rejected items which Bank previously credited to Client's account, and authorizes Bank to debit Client's Deposit Account accordingly. Such amounts will be immediately due and payable without notice.

g. Data Back Up

Client is responsible for maintaining the security of Client held data and ensuring that it is adequately backed-up. Bank is not responsible for your loss of your data.

h. Regulatory Assistance.

Client agrees to cooperate with Bank fully to facilitate Bank's adherence to guidance provided by any regulatory body, including, but not limited to, the Office of the Comptroller of the Currency ("OCC").

4. Governing Law

Except as otherwise expressly provided in the Service Documentation or the Services portion of this T&C for a particular Service, or as required by law, with respect to each Service, the Service Documentation is governed by and interpreted according to the law of the State of New York, without reference to principles of conflicts of law other than those applying the substantive law of New York, subject to any supervening United States federal law, rule or regulation applicable to a national banking institution.

5. Resolution of Disputes; Service of Process

Arbitration. Except as otherwise expressly provided in the Service Documentation or the T&C as it relates to a particular Service, any dispute, controversy or claim arising out of or relating to Services or Service Documentation will be referred to and finally determined by arbitration in accordance with the JAMS International Arbitration Rules (an "Arbitration"). The place and seat of Arbitration will be the Borough of Manhattan, New York, New York, and the language to be used in the arbitral proceedings will be English. Either party may exercise self-help remedies or obtain provisional or ancillary remedies from a court at any time, even while the arbitration is pending. By exercising or obtaining any such remedies, neither party waives any rights it may otherwise have. Client agrees that it will not commence any action, litigation or proceeding against Bank in any way related to the Services, Service Documentation or related transactions in any forum other than the seat or courts set out in this section. Each party waives the defense of inconvenient forum, and waives any objection that it may now or hereafter have to the seat for arbitration or venue for litigation set forth in this section (I.A.5). Nothing in this T&C shall affect any right that Bank may otherwise have to bring any action, litigation or proceeding relating to the terms and conditions of this T&C applicable to the Services or the transactions relating thereto against Client or its assets in the courts of any jurisdiction.

Exception for Electronic Funds Transfers. Notwithstanding the preceding paragraph, any dispute or controversy that arises from an Electronic Funds Transfer Service may be brought in the courts of the State of New York sitting in New York County and the United States District Court of the Southern District of New York, and each party submits to the jurisdiction of such courts. Each party waives, to the fullest extent permitted by applicable law, any right to a trial by jury.

Service of Process. Upon Bank's request, Client must appoint an agent for service of process in the United States of America within 14 days of receipt of Bank's request, and it agrees that any writ, summons, order, judgment or other document relating to or in conjunction with any proceeding, suit or action may be served on it in the United States of America. Client agrees that failure by an agent for service of process to notify Client of the process will not invalidate the proceedings concerned. If the process agent appointed is unable for any reason to act as agent for service of process, Client shall promptly (and in any event within 5 calendar days of such event taking place) appoint another agent on terms acceptable to Bank.

6. Notice of Account Statement Discrepancies

Client may receive notices, advices or reports that are produced by a Service and/or through the use of other Services provided by Bank to Client. Client must send Bank written notice, with a statement of relevant facts, within 14 days after receipt of the first notice, advice or report indicating a discrepancy between Bank records and Client records. If Client fails to give the required notice, Bank will not be responsible for any loss of interest or cost relating to any discrepancy reflected in the notice, advice or report. In the event of a conflict between Bank records and Client records, absent manifest error, Bank records will control.

7. Severability; No Waiver

If any provision of the Service Documentation or the application of any such provision to any person or set of circumstances is determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of the Service Documentation, and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, is not impaired or otherwise affected and continues to be valid and enforceable to the fullest extent permitted by law.

No delay or failure to exercise any right or remedy under the Service Documentation is deemed to be a waiver of such right or remedy. No waiver of a single breach or default under the Service Documentation is a waiver of any other breach or default. Any waiver under the Service Documentation must be in writing.

8. Changes to a Service or Service Documentation

Client may request Bank at any time to change the processing instructions for any Service, provided such request is in writing or in an otherwise agreed upon form for communicating such requests. Bank is not obligated to implement any requested changes until it has had a reasonable opportunity to act upon them. In making changes, Bank is entitled to rely on requests purporting to be from Client. For certain changes, Bank may require that requests be in writing, in a form and manner acceptable to Bank, and be from an authorized person designated by Client. In addition, certain requests for changes may be subject to Bank's approval.

Bank may change, add or delete any of the terms and conditions applicable to any or all Services at any time. Bank generally will try to inform Client of the nature of any material changes prior to the effective date of the change. Bank will make the updated terms available on the Website or through other means Bank communicates to Client. Client agrees that, by continuing to use any Service after amendments, variances, supplements or substitutions (collectively "Change(s)") to this Service Documentation have been posted on the Website, such Change(s) are effective when posted for Services provided after that date, whether or not Client accesses the Website or otherwise receives actual notice of the Change(s). Bank may, in its sole discretion, discontinue a Service and subsequently remove such written Service terms from the current version of this T&C. If Client is allowed to continue using the Service despite this change, absent another agreement Client will continue to be bound by the prior (and subsequently deleted) Service Documentation applicable to that Service.

9. Suspension and Termination

If at any time Bank believes (i) that the provision of any Service to Client may create a risk of financial loss for Bank or result in an unacceptable credit exposure, or (ii) that an account associated with any Service may be subject to irregular, unauthorized, fraudulent or illegal activity, Bank may, in its sole discretion, immediately, without prior notice to you, suspend or modify the provision of any such Service until such time that risk, exposure, or activity is eliminated or otherwise resolved, notwithstanding anything to the contrary in the Service Documentation. Either party may terminate any or all Services upon 30 calendar days prior Notice to the other party. Notwithstanding the foregoing sentence, Bank may terminate any or all Services effective immediately, and Bank will send Bank Notice (as defined in the Communications section below) of the termination, if any of the following occurs on the part of Client:

- Breach any of the terms and conditions in the Service Documentation or any other agreement with Bank;
- Termination, liquidation or dissolution or disposal of a substantial portion of assets;
- Failure generally to pay debts as they become due;
- Voluntary or involuntary bankruptcy, insolvency, reorganization or other similar proceeding;
- Initiation of any composition with creditors.
- Material adverse change in financial condition or ability to perform obligations;
- Any guaranty of obligations terminates, is revoked or its validity is contested by the guarantor, or any of the events set forth in the above five bullet points occur to the guarantor;
- The account necessary to provide any Service is closed; or
- The Client failed to use the Service for a significant period of time, the time period of which the Bank shall determine in its sole reasonable discretion, and that such failure to use constituted dormancy of the Service.

If a Service Client is using is terminated for any reason, Client will do the following:

- Immediately stop using any Materials relating to the terminated Service.
- Erase or delete any Software relating to the terminated Service.
- At Bank's option, either return or destroy all Materials relating to the terminated Service and certify that Client has done so.

These obligations continue after a Service has been terminated. Absent a written agreement otherwise, termination does not release Bank or Client from any respective obligations which arose or became effective before such termination including payment obligations for Services provided before termination, and any such termination is in addition to Bank's other rights under applicable law and under the terms of the Service

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Documentation. Upon termination, all amounts owed become immediately due and payable. Also, termination of any Service does not release Bank or Client from any respective obligations which arose or became effective before such termination.

10. Provision of Information

To assist in the establishment and maintenance of overdraft limits, any payment instructions and any electronic access to the Services, and to assist in Bank's compliance with any applicable laws, rules and regulations and for any other purpose Bank deems necessary, Client will provide any information Bank reasonably requests, including but not limited to, financial information and identification information and documentation about Client and its employees and any Client authorized representatives who conduct transactions on Client's behalf.

11. Assignment

The Service Documentation is binding upon each of Bank and Client's respective successors and permitted assigns or transferees. Client may, with Bank's prior written consent, assign any of its rights or duties described in the Service Documentation. The Service Documentation is not for the benefit of any other person, and no other person has any right under this Service Documentation against Bank, and nothing contained in the Service Documentation creates any agency, fiduciary, joint venture or partnership relationship between Bank and Client. Client agrees that the Service Documentation constitutes an agreement under the Uniform Electronic Transactions Act pursuant to applicable state law. Bank may freely transfer or assign any or all of its rights or obligations under the Service Documentation at any time.

12. Service Names

Any Service name referenced in the Service Documentation may be changed by Bank at any time without notice.

13. Covered Services

Client is subject to the portion of the Service Documentation that covers the Services it utilizes.

14. Counterparts

Agreement to the Service Documentation may be executed in as many counterparts as necessary or convenient, including both counterparts that are executed on paper and counterparts that are electronic records and executed electronically, each of which, when so executed (and any copy of an executed counterpart that is an electronic record), shall be deemed to be an original, and all of which when taken together shall constitute one and the same Agreement. Delivery of a manually executed paper counterpart of this Agreement (or of any agreement or document required by this Agreement and any amendment to this Agreement) by facsimile or other electronic imaging means (e.g., "pdf" or "tif") shall be as effective as delivery of such manually executed paper counterpart of this Agreement; provided, however, that the facsimile or other electronic image shall be promptly followed by a manually executed paper original if required by the Bank, but the failure to do so shall not affect the validity, enforceability or binding effect of this Agreement.

15. Positive Pay

Through the use of analyzed demand Deposit Accounts, Client may have access to Positive Pay services, which have been made available to Client and are an effective means of detecting and preventing check fraud losses. Bank recommends that Client use all available Positive Pay services with all Client's disbursement accounts held at the Bank to help to prevent fraud losses. For all present and future disbursement accounts opened by Client at the Bank, including accounts in the name of all subsidiaries and affiliates, if Client fails to implement these services but continues to use analyzed or non-analyzed disbursement accounts, Client's continued use constitutes its agreement that Client has elected not to use the Positive Pay services offered by the Bank and will bear any resulting fraud losses that would have otherwise been prevented by proper use of available Positive Pay Services (Positive Pay, Teller Positive Pay, Payee Positive Pay and ACH Positive Pay). Client's use of Positive Pay Services does not impute Bank liability for fraud losses, not prevented. Client agrees to implement a program to help safeguard its business against fraud and that such program will take into consideration the following steps:

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- Regular account reconciliation on a timely basis;
- Conversion of as many payments as possible to an electronic format;
- Implementing ACH Blocks, Authorizations or ACH Positive Pay to help protect all your paper disbursement accounts;
- Use of Check Positive Pay, Teller Positive Pay and Payee Positive Pay service on all paper-only disbursement accounts and review of positive pay exceptions daily to respond to the Bank by the published cutoff time;
- Establishment of CashPro® Online notifications available with the Check and ACH Positive Pay services;
- Use of dual approval features to help separate user duties and strengthen Client's internal processes;
- Frequent, unannounced audits of Client's check stock and electronic payment system.
- Check writing policies designed to prevent internal and external fraud, including but not limited to:
 - Centralized check-writing functionality and limited access to check stock and signature plates,
 - Use of check stock with fraud prevention security features,
 - Maintenance of a log of access to check stock and signature plates;
 - Physical security and dual control of blank check stock and facsimile signature plates,
 - A limited number of signatures, and immediate Bank notification of changes in signing authorization,
 - Separate check writing and account reconciliation functions.
- Maintenance of a separate account for large dollar payments and a separate account for manual check issuance with a maximum dollar limitation; and
- A comprehensive disbursement outsourcing service.

These steps are not meant to substitute for internal procedures that are appropriate for Client.

B. Communications

"Communications" means all notices (including Bank Notice(s) as defined in the Notices section below), periodic statements, disclosures, agreements, Internal Revenue Service forms, and all other documents and communications related to any products, Services or accounts offered, or made accessible, by Bank.

"Client Email" means the email address designated by the Client through any means acceptable to Bank.

1. Consent to Electronic Communication

Client and Bank agree that electronic communication is an accepted form of communication and Client consents to the communication and delivery of Communications through the Website or any other electronic means, which may include electronic mail, CashPro® Assistant, SWIFT, Host to Host (H2H) or Application Programming Interface (API). Electronic communications include methods of conveying messages through technology having electronic, digital, magnetic, wireless, optical, electromagnetic or similar capabilities. Bank is authorized, but not obliged, to rely upon and act in accordance with any such communication received by Bank (including but not limited to secure email or through the Website) purporting to be a communication given on Client's behalf by an Authorized Officer or Authorized Officers without inquiry on Bank's part as to the source of the communication or the identity of the person making or purporting to make such communication and regardless of the circumstances prevailing at the time of such communication. An "Authorized Officer" means in relation to any matter the person or persons who, according to an authorization lodged with Bank, are empowered to act on behalf of Client in relation to that matter or any other person(s) that Bank reasonably believes is acting on behalf of Client in relation to that matter. Client must notify the Bank of any change to electronic mail address(es) or any other such information supplied by Client.

2. Electronic Records and Signatures

At Bank's discretion, electronic records and signatures may be used for the execution of this T&C (via the Acceptance of Services) and all agreements, documents and notices related to the Service Documentation, Services and/or the transactions relating thereto. If executed electronically by one or more parties to this Agreement, this Agreement or one or more of its signed counterparts is an electronic record and Client agrees that such electronic record is as legally valid and enforceable as if it had been executed on paper by manual signature. All electronic communications will constitute a "writing," such that any reference to a "writing" or "written" in this T&C will include electronic communications. Client agrees that all references to a signature may include electronic, digital, facsimile or stamp signatures. Any communications from a party using such party's identifications and passwords shall be binding on such party. Client hereby waives any claim or defense that the offers, acceptances, contracts and other communications are not binding or enforceable or do not have their intended effect as a result of being communicated electronically rather than in writing.

3. Notices

Unless otherwise provided in the Service Documentation or as required by applicable law, any Communication or notice by Bank to Client in connection with the Service or this Service Documentation ("Bank Notice") may be: (a) mailed, faxed or sent by electronic means (including email or hyperlink) (as described below, "Electronic Delivery") to Client, using the details given by Client when Client opened an account or agreed to the Service Documentation, or any other address or details subsequently communicated by Client to Bank; (b) included with or on Client's analysis statement or Deposit Account statement; or (c) made available through CashPro® Online (or any successor application) and/or any other Website. When providing Bank Notice, Bank may specify that the content of the Bank Notice is available on a Website or by contacting an account

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representative. Bank Notice is effective upon the earlier of the date the Bank Notice is made available to Client on a Website, mailed to Client via post or electronic means, or upon receipt, where confirmation of such receipt has been requested. A Bank Notice that is returned is effective upon the earlier of the date it is made available to Client on a Website or mailed to Client's last known physical or email address.

4. Electronic Delivery

Client agrees that Bank may send any Communication to Client electronically. All electronic communications will constitute a "writing," such that any reference to a "writing" or "written" in this T&C will include electronic communications. Client agrees that all references to a signature may include electronic, digital, facsimile or stamp signatures. Bank may, at its option, send a Communication to Client by (i) email sent to Client Email; (ii) sending notification to Client by mail or email to the Client Email that the Communication has been posted to a designated Website; (iii) to the extent permissible by law, posting to an agreed-upon Website or online portal or platform; or (iv) any other agreed-upon method of electronic delivery. The Communications the Bank may deliver electronically include tax forms and reports ("Tax Documents") relevant to the Client's accounts and Services. The Bank may make certain Tax Documents available electronically for the Client to review and download or print for a limited time. Currently, such period of time for most Tax Documents is from January 31st or February 15th, as applicable, of the relevant year until October 15th of such year. Bank may, at its option, conduct any part of a transaction or deliver any Communication to Client on paper.

5. Unencrypted Emails; Facsimile Transmissions

If Client uses unencrypted electronic mail to communicate with Bank, Client bears the risk that such electronic mail may be corrupted, modified, garbled or hacked or its confidentiality may be breached by a third party prior to the time such electronic mail arrives at the Bank, and the risk that Bank will rely on such mail, which appears to be from Client but which is unauthorized, and that such reliance may result in a loss. In addition, Client agrees that Bank may rely on the integrity of facsimile transmissions that Client sends, and Client bears the risk that the information Bank receives differs from that sent to Bank, and that Bank's reliance on such transmission may result in a loss.

6. Instructions

Where available, and except as otherwise provided in the Service Documentation with respect to compliance with any applicable Security Procedure, Client authorizes Bank to rely (but Bank is not bound by or required to act) on any telephone, electronic mail, SWIFT message (authenticated or otherwise), H2H, API, Website (including but not limited to CashPro® Assistant) or other electronically communicated instructions or such other process or means of communication as may be agreed and established between Bank and Client in writing from time to time which are or purport to be (whether by reason of forgery, misrepresentation or otherwise) given by or on behalf of Client, regardless of the circumstances prevailing at that time, subject to the authorities delegated by the Client in the list of authorized persons. Client agrees that Bank will not be liable for any losses or damages that Client may suffer or incur in relation to the Accounts or Services if Bank acts in good faith believing such person to be an authorized person or such instruction to be genuine. Where Bank acts in accordance with this section (*Instructions*), Client agrees to indemnify Bank from and against any and all losses, claims, actions, proceedings, judgments, orders, liabilities, demands, damages, costs and expenses (including without limitation, legal fees and allocated costs for in-house legal services) (collectively "Damages") incurred or sustained by us of whatever nature and howsoever arising except in the event such Damages are directly caused by Bank's fraud, gross negligence or willful misconduct. This indemnity will survive the termination of the Agreement without limit in time.

7. Physical Copies

The Bank will not provide physical copies of Communications executed or delivered electronically. Client may obtain a paper copy of a Communication by printing it or by requesting that the Bank send a physical copy. To request a paper copy, Client may contact its Bank representative, and may be assessed a fee, in accordance with law.

8. Withdrawal of Consent

The Bank may, in its sole discretion and without notice, discontinue the use of electronic records and signatures in its transactions with Client and may terminate or change the terms and conditions pursuant to which the Bank provides such services.

9. Hardware and Software Requirements

Each Client is responsible for installation, maintenance, and operation of its own computer, browser and software, which includes a Compatible Version of a web browser, access to the Client Email, computer storage space to save Communications, a printer to print Communications, and a computer or mobile device with internet or mobile connectivity utilizing a Compatible Version of an operating system capable of supporting all of the foregoing requirements. "Compatible Version" means a version of the software that supports access to the Bank's Website and other approved access channels.

10. Recordings

Client agrees that Bank may electronically monitor and/or record any telephone communications with Client or its representatives in those countries or jurisdictions which permit that practice. Client agrees to procure a similar agreement from each of its representatives, as applicable.

11. Facsimile and Other Non-Written Signatures

Client may wish to use a facsimile, stamp, digital or electronic signature (each a "Non-Written Signature") for its convenience. If Client chooses to use a Non-Written Signature, Bank may require Client to provide Bank in advance with a specimen Non-Written Signature of each authorized person and/or Client must execute additional documentation. Bank will not be liable to Client if a facsimile device, or other device used to affix Client's Non-Written Signature was unauthorized. Client is responsible for any withdrawal from its account based on a Non-Written Signature that bears or appears to Bank to bear Client's Non-Written Signature, regardless of by whom or by what means the Non-Written Signature was placed on the document, contract or Item. If Client chooses to use a Non-Written Signature on a check, draft or other order for the payment of money drawn on Customer Account (an "Item"), Client is responsible, and Bank may pay a withdrawal and debit Client's account for any such withdrawal, even if (i) Client has not presented Bank with a specimen signature; (ii) the size, color or style of the item is different from that of items normally used; or (iii) the size, color or style of the Non-Written Signature differs from the Non-Written Signature specimen Client provided. Client agrees to compensate Bank for all losses, claims, damages or expenses, including reasonable attorneys' fees that result from Bank's payment of a withdrawal bearing a Non-Written Signature that resembles either the specimen or other Non-Written Signatures provided by Client. Client is responsible for taking security measures and implementing procedures to prevent the forgery, theft or fraudulent or unauthorized use of its Non-Written Signatures.

C. Terms of Use

Bank may make certain Services available via one or more Websites, including Bank's CashPro® Online portal (or any successor or subsequent access channel(s)). This section applies to all Software Bank provides to Client, unless a separate license agreement is provided for specific Software (including any "click-wrap" Software license Client may receive by downloading from a Website), as well as the use of any Website. In addition to any other terms and conditions applicable to the use of Software or Website, Client agrees as follows to these terms of use:

1. Access and Use of Software and/or the Website

- a. Bank hereby grants Client a non-transferable, non-exclusive, revocable and limited right to access and use Software and/or the Website in accordance with the terms and conditions of the Service Documentation and any other applicable documentation between Client and Bank.
- b. Client's right to access and use Software and/or the Website will terminate upon the occurrence of any one of the following events: (i) the relationship between Client and Bank is terminated for any reason; (ii) the Service for which client is using the Software and/or Website is terminated; (iii) Client breaches any of the terms of this Terms of Use section; (iv) Client attempts to use the Software and/or Website and/or any Service in an illegal or unauthorized manner, including in contravention of these Terms of Use; (v) if, for whatever reason, Bank ceases to be entitled or permitted to grant to Client the right to access and use the Software and/or Website, or (vi) lengthy non-use of or access to the Website, which in the Bank's discretion constitutes abandonment.
- c. Bank reserves the right to suspend Client's access to, and use of, the Software and/or Website upon notice to Client of a violation of any of the terms and conditions of these Terms of Use. In addition, Bank may suspend Client's access to, and/or use of, the Software and/or Website immediately without notice where such action may be required to prevent interference with or disruption to Services to Bank's or its affiliates' other customers, to protect the integrity of Bank's or its affiliates' systems, or as may be required by law or regulation.
- d. Client and its employees and agents will follow all of Bank's instructions concerning the access to and use of the Software and/or Website. Client is solely responsible for any and all acts and omissions that occur under its account or password. Client agrees not to engage in, and will ensure that its employees and agents do not engage in, unacceptable use of the Software and/or Website, including but not limited to the following activities: (1) creating a false identity or otherwise attempting to mislead any person as to client's identity or the origin of any communication transmitted through the Website; (2) authorizing or attempting to authorize activities for which Client does not have full authority to conduct such activities; (3) disseminating or transmitting any materials or messages that do not pertain to the intended use of the Website or that contain anything that is obscene, defamatory, harassing, offensive or malicious; (4) disseminating or transmitting files, graphics, software or other material that actually or potentially infringes the intellectual property right of any person or entity; (5) interfering with, disrupting, or attempting to gain unauthorized access to information or other accounts through the Website hosted by Bank or any of its affiliates; or (6) attempting to copy, modify, or reverse engineer the Website. Bank may rely on the instructions of any users that Client authorizes to access and use the Website (the "authorized users"), and Bank will have no liability for following any such instruction. Client is responsible for all actions taken or purportedly taken by any authorized user with regard to the Software and/or Website.

2. Intellectual Property Rights

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The Software and/or Website, its source code and all copyright, patent, trademark, trade secret and any and all other rights (collectively, "Intellectual Property Rights") in the Software and/or Website are and will remain the exclusive property of Bank, its affiliates or their respective licensors. Client acknowledges that this T&C does not convey or grant any Intellectual Property Rights or other proprietary right to Client, except for the rights specifically granted under these Terms of Use.

3. Infringement Protection

a. Notwithstanding Client's indemnity of Bank in the Protection from Third Parties section of this T&C and except as otherwise provided in this T&C, Bank will defend or settle at its own expense any action brought against Client to the extent it is based on a third party claim that Client's proper use of the Bank's Software and/or Bank's Website infringes any Berne Convention country copyright or any United States of America or United Kingdom patent, trade secret or trademark of any third party, Bank will pay all costs and damages finally awarded in any such action.

b. Bank's obligations under this Infringement Protection section are subject to (1) prompt notice from Client of any such claim or action; (2) Client's not having made any admission of liability or agreed to any settlement or compromise; (3) Client's providing to Bank, in a prompt and timely manner, the documents, information and assistance Bank reasonably requests; (4) Bank's having sole control of defending such claim or action; (5) Client's having used the current version of the Software and/or Website, as provided to Client by Bank, in compliance with the Service Documentation; (6) Client's using the Software and/or Website only in the manner for which it was designed; (7) Client's not modifying the Software and/or Website; (8) Client's not incorporating the Software and/or Website with services not approved by Bank; and (9) any such claim or actions not being due to Client's fraud, negligence or willful misconduct.

4. Limitations/Disclaimers

a. Client acknowledges that the Software and/or Website has not been produced to meet Client specific requirements and has not been tested in every possible combination and operating environment. Client is responsible for satisfying itself that the Software and/or Website is satisfactory for its purposes.

b. Client acknowledges and agrees that the operation of the Software and/or Website may not be uninterrupted or error-free and that the Software and/or Website is provided on an "AS IS" and "AS AVAILABLE" basis.

5. Updates

Bank may provide upgrades or new releases of the Software and/or Website that Bank makes generally available to its other customers to whom Bank provides the Software and/or Website, which will be deemed part of the Software and/or Website once Bank has delivered or made it accessible to Client.

6. Training

At Bank's option, Bank may assist Client with the installation of Software and or training of persons who will utilize the Software and/or Website, but Bank will not bear any responsibility for the proper installation or use of the Software or such training. Client will be deemed to have accepted the Software and/or Website once it is made available to Client or on Client's use of it.

7. Reporting Problems

Client will inform Bank of all errors, difficulties or other problems with the Software and/or Website of which Client becomes aware. Bank will make reasonable efforts to promptly fix or provide workarounds for any material errors reported to Bank. Bank may request Client's reasonable cooperation in resolving any such errors, difficulties or other problems by providing Bank an overview of input, output and all other data Bank may reasonably request in order to reproduce operating conditions similar to those present when such errors, difficulties or other problems were discovered.

8. Conducting Business Through the Website

"**Authorized Officer**" means in relation to any matter the person or persons who, according to an authorization lodged with Bank, are empowered to act on behalf of Client in relation to that matter or any other person(s) that Bank reasonably believes is acting on behalf of Client in relation to that matter.

Client agrees to ensure that all Authorized Officers keep the user identification codes, passwords, codes, keys, test keys, security devices, digital signatures and certificates, and other similar devices and information for their access to the Website secret and secure. Client and/or the relevant Authorized Officer(s) must notify Bank immediately if access to the Website may have been breached. If Bank receives such a notification or determines itself that the security of any Authorized Officer's passwords may have been breached and Bank decides to take action based on this notice or determination, such Authorized Officer(s) will not be able to access the Website until measures have been taken to verify such Authorized Officer's identity. Unless Bank has been notified that any such passwords may have been breached, and until Bank has had an opportunity to act upon such notification, Bank will be entitled to treat each such communication as fully authorized by and binding upon Client, and Bank will be entitled (but not bound) to take such steps in connection with or in reliance upon each such communication as it may in good faith consider appropriate, whether such communication contains inaccurate or erroneous information, is unauthorized or fraudulent, includes instructions to pay money or otherwise debit or credit any account, relates to the disposition of any money, securities or documents, or purports to bind Client to any agreement or other arrangement with Bank or with any other person or persons or to commit Client to any other type of transaction or arrangement whatsoever.

9. Image Services – Supplemental CD-ROM/DVDs Software License Provisions

This subsection supplements this Terms of Use section with respect to Software which Bank provides for the image Services, under which Bank provides Client with CD-ROM/DVDs, and will control in the event of conflict between it and the balance of the Terms of Use section. This subsection does not apply to the image lockbox Service. If Bank provides a CD-ROM/DVD which contains a media defect or is unreadable in its entirety, Client must notify Bank in writing of such defect within 30 days after the CD-ROM/DVD creation date appearing on the CD ROM/DVD. If Client provides notice within such time period, Bank will use reasonable efforts to replace the CD-ROM/DVD. Client acknowledges and agrees that this is Bank's sole obligation and Client's sole remedy with respect to any such defects in the CD-ROM/DVD.

Notwithstanding anything to the contrary in the Suspension and Termination section of this T&C, if an Image Service under which Bank provides Client with CD-ROM/DVDs is terminated for a reason other than Client's breach of any terms and conditions in the Service Documentation, Client may continue to use the Software and Materials for such Service after termination of such Service for six months, or for such longer period as we approve, subject to the terms of this Terms of Use section or such other software license agreement as Bank, at its election, requires Client to sign for this purpose. At the end of such six-month or longer period, the license for use of such Software and Materials will then terminate automatically.

D. General Security Procedure

Client agrees to use the applicable Security Procedure as described in the Materials from time to time in connection with its use of a Service for the purpose of verifying the authenticity of any oral, written or electronic communications, including without limitation (i) electronic funds transfers or payments instructions, including, without limitation, cancellations, amendments or reversals thereto; and (ii) any instructions, data, transactions or other information sent between Client and Bank (collectively "instructions"). The purpose of the Security Procedure is to verify the authenticity of any such instructions between Client, including any third party communication system or payment selected by Client, any person authorized to act on behalf of Client, or for those acts Client is responsible or liable under the law of agency or otherwise, and Bank or Bank's third party processor and not to detect any errors in the transmission or content of any such instructions. Each time Client uses a Service, Client represents and warrants that, in view of the nature, frequency and risk of Client's instructions, the Security Procedure is a satisfactory method of verifying the authenticity of any such instructions. Client agrees that Bank may act on any instructions, the authenticity of which Bank has verified through use of the Security Procedure.

The Client agrees that the Security Procedures described herein are commercially reasonable and appropriate for the size, type and frequency of the Services that the Client will obtain from the Bank, including funds transfers and other payment services. The Client agrees not to make a claim against the Bank that any use of the Services, including any payment order, is unauthorized or inaccurate if the authorization for the service or payment order has been verified by the Bank in accordance with these Security Procedures. If the Client deviates from the Security Procedures offered or recommended by the Bank, then the Client will be deemed to have refused a commercially reasonable and appropriate security procedure offered and recommended by the Bank. In such circumstances, the Client expressly agrees to be bound by any instruction effected by the Bank in the Client's name whether or not the communication directing or requesting the transaction is authorized by the Client. The Client agrees that failure of the Bank to use or comply with any Security Procedure provided in this Agreement or in the Service Documentation shall not excuse Client from its obligation to reimburse the Bank the amount of the payment made or authorized, by the Client or for which the Client is otherwise liable. The Bank may from time to time change, modify or add to its Security Procedures and shall give the Client written or other appropriate notice thereof.

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Bank may implement internal monitoring systems to evaluate customer transactions, including mechanisms that may evaluate the risk of possible fraudulent activity. Such monitoring is done solely at Bank's discretion for Bank's sole use and is not a component of the Security Procedures. Client agrees that Bank may process payments verified by the Security Procedure regardless of the results of transaction monitoring and Bank will be considered to have acted in good faith and in compliance with the Security Procedures, regardless of the results of transaction monitoring, including the detection of a risk of possible fraudulent activity, provided that Bank does not have actual knowledge that the transaction is unauthorized and that it had a reasonable opportunity to act on that knowledge. Client further agrees that the Security Procedures will be considered commercially reasonable regardless of whether or not they incorporate information from transaction monitoring.

E. Confidentiality

1. Client Obligation

Client acknowledges Bank's claim to proprietary rights in the Materials and that the Materials constitute Bank's "trade secrets" or trade secrets of our licensors or vendors. All Materials are confidential and Client will:

- Safeguard the Materials at all times.
- Establish and maintain procedures to assure the confidentiality of the Materials and any password or code subsequently changed by Client.
- Use the Materials only for the purposes for which Bank provide them.
- Notify us promptly by telephone, confirmed in writing, if any Materials are lost or their confidentiality is compromised.

Client will not, nor will Client allow anyone else to, do any of the following without Bank's prior consent:

- Disclose any Materials to any person or entity, except to Client's employees and agents with a need to know the Materials.
- Make any copies, in whole or in part, of any Materials in whatever form or medium (electronic, printed or otherwise) in which they may exist from time to time, except as provided in this T&C.
- Translate, reverse engineer, disassemble or decompile any Software or security devices.

Client will not de-aggregate, re-identify, analyze, or otherwise process any Materials, report, analysis, or any other output of a Service (such as forecasting or benchmarking information), or any other data or information in a manner that could (i) enable the identification of any third party about which de-identified or aggregated data is included therein, or (ii) enable you or a third party to attribute or otherwise link data to a third party (whether or not that third party can be identified).

These confidentiality obligations continue after a Service Client is using is terminated. Client has sole responsibility for the custody, control and use of all Materials in its possession. Client agrees that no individual will be allowed to initiate a request or other instruction contemplated in the Service Documentation or to have access to any Materials without proper supervision and strict security controls. If a Service requires use of user identification codes or passwords, Bank will be fully protected in relying on the correct user identification codes and passwords, as may be described in the relevant User Documentation.

Client further agrees to comply with laws in all relevant jurisdictions concerning data protection, banking secrecy, and the privacy of personal and other data related to Client transactions and other interactions with third parties, as needed to permit the processing of such data by both you and us in connection with the Services.

2. General

Bank will maintain the confidentiality of information obtained from Client in connection with Services Bank provides under these T&Cs in accordance with Bank's normal procedures for safeguarding customer information and the policy reflected in the Bank of America Corporation Code of Ethics, except as otherwise provided herein. Bank may maintain a record of the data in its systems relating to Client's use of the Services for such period as Bank may determine and may disclose such data as required by applicable law or court order. Such records will be conclusive evidence in the event of any dispute between Client and Bank.

This section does not limit either party's ability to disclose information (i) that the other party has approved by prior writing for disclosure; (ii) that is disclosed to its professional advisors or auditors; (iii) that is or becomes public other than through a breach of these confidentiality obligations; (iv) that was in its possession or available to it from a third party prior to its receipt of it in connection with any Service; (v) which is obtained by it from a third party who is not known by it to be bound by a confidentiality agreement with respect to that information; (vi) as required or requested by any securities exchange or regulatory body to which either party is subject or submits or (vii) as described in the applicable Account Agreement; (viii) that is related to the tax treatment and tax structure of any transaction and all materials of any kind (including opinions or other tax analyses) that are provided to such party relating to such tax treatment or tax structure; or (ix) as otherwise required to be disclosed by law or by legal or governmental process.

In addition, Client agrees (i) that Bank may disclose to its offices, affiliates, subsidiaries, officers, employees, agents and service providers any information Bank obtains about Client and (ii) that those offices, affiliates, subsidiaries, officers, employees, agents and service providers may disclose such information as permitted under the immediately preceding paragraph. Client also agrees that Bank may disclose in aggregated or de-identified form information about Client, Client accounts, Client transactions, and other information that Bank obtains about or from Client, to other customers as part of the products and services that Bank offers to Client and/or Bank's other customers.

Client acknowledges and agrees that data processing related to Services covered by the Service Documentation and Client's associated accounts, or the partial or complete delivery of certain Services, may take place in jurisdictions other than those where Client and Client's accounts with Bank are located. Client further understands that all information concerning its relationship with Bank, including data about your transactions and other interactions with third parties, may be available on Bank's electronic data system for information management and other business purposes in order to enable Client to benefit from Bank's electronic banking services, for purposes as described in this T&C and Account Agreement, and for

other lawful business purposes. Client understands and agrees that, as a result, such banking relationship information may be available to some of Bank's offices, affiliates, subsidiaries, officers, employees, agents and service providers outside the jurisdiction(s) where Client and Client's accounts are located. Client authorizes Bank to transmit Client's banking relationship information across jurisdictional borders, notwithstanding the banking secrecy laws of any of the jurisdiction(s) involved, as necessary or appropriate to provide any Services.

It is possible that in providing the Services Bank will transmit information it has received from Client that consists of an individual's bank account(s) or other financial information that identifies or could identify an individual to jurisdictions other than those where Client and its accounts are located. Bank will transmit such information to Bank locations, to locations of Bank affiliates, and to locations of Bank agents and service providers, or to other locations in order to provide the Services. Bank also may contract with others to provide data transmission, data storage, analytics, or other data processing services to Bank. In that case, Bank will require that they treat such information solely in accordance with Bank instructions. Client consents to the transfer and processing of such information and agrees to comply with any directions Bank may give from time to time with respect to such information.

Neither party will use the other's name, logo or trademark in any identifiable way in any solicitation, marketing material, advertisement, news release or other release to any publication without receiving the other party's specific prior written approval for each such use or release, except that Bank may use Client's name as a reference in service proposals if Bank obtains Client's prior oral approval for such use. In addition, Client agrees that it will not indirectly reference the Bank in any solicitation, marketing material, advertisement, news release or other release to any publication without Bank's specific prior written approval for each such use or release. Bank may develop and use case studies related to and describing completed transactions between Bank and Client (the "Case Study") and use the Case Study in Bank's service proposals, marketing materials and Website. Prior to publishing or distributing the Case Study which identifies Client, Bank will provide a copy of the Case Study to Client for review and consent. Consent is not required to use anonymous Case Studies.

Please note that this section does not limit Bank's ability, or that of Bank's affiliates, to access, analyze, and use, for any lawful purpose (including research, relationship management, marketing, analyzing market trends, data analysis and audits, and developing or providing products and services to Bank customers), information about Client, Client accounts, Client transactions, or any other information that Bank obtains in connection with providing Bank's products and services. For example, Bank may process transaction and other data to de-identify or aggregate it, and then disclose that de-identified or aggregated data in connection with providing products and services to other customers, such as benchmarking analyses, industry and sector reports, relationship management services, marketing, and cash forecasting based on analysis of historical transaction data that reflects when and how quickly certain third parties generally pay customers like Client. For more information about these particular services and other uses of de-identified or aggregated data, see the T&C service section entitled "Data Aggregation and Usage Service," as well as the Account Agreement that applies to the products and services that Bank provides to Client.

These obligations continue after any Service that a Client is using is terminated.

F. Information and Data Privacy

"Data Protection Laws" means, collectively, all U.S. national, and state laws or regulations relating to the protection of Personally Identifiable Information (including, without limitation and if applicable, the Massachusetts "Standards for the Protection of Personal Information of Residents of the Commonwealth" (201 CMR 17.00)).

"Financial Services Industry Best Practices" is defined as the standards, policies and practices applicable to companies in the financial services industry of comparable size and scope as Bank. The Bank has information security policies and procedures, including appropriate mitigating controls, that are based on ISO 27002:2005 and National Institute of Standards and Technology ("NIST") 800-53.

"Information Security Event" is defined as any situation where there is the unauthorized acquisition or unauthorized use of unencrypted PII or encrypted electronic PII along with the relevant confidential process(es) or key(s), that is capable of compromising the security, confidentiality, or integrity of encrypted PII and that Bank has determined creates a substantial risk of identity theft or fraud against an individual.

"PCI-DSS" is defined as the Payment Card Industry - Data Security Standard version 2.0, as amended from time to time, and any successor standard adopted by the industry establishing security standards for payment cards.

1. Overall Data Security Regulations

As a financial institution, Bank of America is required to comply with the information security standards of, as applicable: the Gramm Leach Bliley Act (15 U.S.C. 6805) and the regulations issued thereunder (12 C.F.R. Part 40), the Fair and Accurate Credit Transactions Act (15 U.S.C. 1681) and the regulations issued thereunder (12 C.F.R. Parts 30 and 41), the Federal Financial Institutions Examination Council (FFIEC) criteria, the Interagency Guidance on Response Programs for Unauthorized Access to Customer Information and Customer Notice (12 CFR Part 30), the Securities and Exchange Commission, FINRA, the NASD, and other federal statutory, legal and regulatory requirements. The Bank is evaluated regularly for compliance with these obligations by its various regulators, including without limitation its principal regulator, the Office of the Comptroller of the Currency, as applicable.

2. Security and Confidentiality

Bank maintains a written information security program that:

- a. contains administrative, technical and physical safeguards designed to (1) protect against Information Security Events, and (2) conform to the requirements of applicable state and federal privacy regulations (the "Information Security Policy"); and
- b. sets forth policies and procedures that are designed to be consistent with: (1) Data Protection Laws; (2) to the extent applicable to the Services utilized by Client, PCI-DSS standards; and (iii) Financial Services Industry Best Practices.

3. International Data Protection

Notwithstanding anything herein to the contrary, this section 3 shall apply if, and only to the extent that, Services utilize data originating from outside the U.S. For the purposes of this section 3 only, the following terms have the meanings ascribed to them:

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“**Applicable Laws**” means all applicable laws, enactments, regulations, regulatory policies, regulatory guidelines, industry codes, regulatory permits and regulatory licenses, in each case which are in force and as amended or superseded from time to time

“**Data Protection Laws**” means the EC Data Protection (Directive 95/46/EC), the United Kingdom Data Protection Act 1998, and all other Applicable Laws regarding the collection, use, and processing of data relating to individuals (or, where applicable, legal persons), including without limitation regulations on protection of cardholder data.

“**Personal Data**” means:

- i. any “non-public personal information” as such term is defined under Title V of the U.S. Gramm-Leach-Bliley Act, 15 U.S.C. § 6801 et seq., and the rules and regulations issued thereunder;
- ii. any “personal data” as defined in EU Directive 95/46/EC or EU General Data Protection Regulation (effective May 25, 2018), or any equivalent or similar concept of Personal Data or personal information under any Applicable Law; or
- iii. any other information that can specifically identify an individual, such as name, address and social security number (“SSN”), together with any other information that relates to an individual who has been so identified.

Bank acts as a data controller (as defined by the Data Protection Laws) with regard to Personal Data it receives or obtains in relation to the Service(s), and provides an appropriate data protection notice to individuals that use or are otherwise connected to such Service(s).

To the extent that Personal Data originates from outside the US, where necessary and unless another exemption is available, Bank agrees that any international transfers of Personal Data within the Bank of America Merrill Lynch group of companies will be made in accordance with the Bank’s intra-group framework Transborder Dataflow Agreements, which themselves incorporate the European Commission’s Model Clauses for transfers of data outside the EEA and which have been adopted for international use.

G. Limitation of Liabilities

1. All Services

In no event will Bank be liable for any indirect, special, consequential or punitive loss, damage, cost or expense of any nature or any economic loss or damage, expense and loss of business, profits or revenue, goodwill and anticipated savings, loss of or corruption to Client’s data, loss of operation time or loss of contracts, even if advised of the possibility of such loss, damage, cost or expense.

Bank will not be responsible for the acts or omissions of Client or its officers, employees or agents (including but not limited to the amount, accuracy, timeliness or authorization of any instructions or information from Client) or the acts or omissions of any other person or entity, including but not limited to any clearing house association or processor, any U.S. Federal Reserve Bank or any other country’s or jurisdiction’s central bank, any other financial institution or any Supplier, and no such person or entity will be deemed Bank’s agent.

If Client permits any Subsidiary or other person to access Services provided to Client on Client’s premises through use of a remote access software package, Bank will have no responsibility or liability for such Subsidiary or person’s use or misuse of the Services or access to accounts owned by Client and for which Client did not authorize that Subsidiary or person to have access. Bank may and will treat all instructions and information received by Bank through this arrangement as provided by and for the benefit of Client and subject to all Bank’s rights under the Service Documentation with respect to the pertinent Services.

Force Majeure. Neither party will be liable for and each party will be excused from any failure or delay in performing obligations regarding any Service if such failure or delay is caused by circumstances beyond that party’s control, including any acts of nature, emergency conditions (such as war, riot, acts of terrorism, civil commotion, insurrection, strikes, lockouts, fire, theft), disaster, power failure, breakdown or failure of equipment, failure of communications services or networks, breakdown of any Supplier, labor stoppage, sabotage, computer virus, hacking, unrest or disputes, or acts or omissions of Client or any third party including national and/or supranational government agencies or bodies and courts of ; Bank will not be liable for any failure or delay in performing obligations regarding any Service if such failure or delay is caused by Client’s act, omission, negligence or fault. Neither party will be liable for any failure to act if such party reasonably believed that its action would violate any law, rule, statute, ordinance, regulation, guidance, court order, judgment or decree. No such failure or delay will constitute a breach of the agreement.

2. All Services Other than Electronic Funds Transfer Services

Bank is liable to Client only for actual damages incurred as a direct result of Bank’s failure to exercise reasonable care in providing a Service.

3. Electronic Funds Transfer Services

For Requests and Entries which are subject to Article 4A of the Uniform Commercial Code Funds Transfers, as adopted by the state in the United States of America whose law applies to a Service, as amended from time to time (“UCC 4A”), Bank is liable only for damages required to be paid under UCC 4A or Subpart B of Regulation J, Collection of Checks and Other Items, of the Board of Governors of the Federal Reserve System of the United States of America, as amended from time to time, as applicable, except as otherwise agreed in the Service Documentation.

For all Requests and Entries not subject to UCC 4A and for all other obligations under the Electronic Funds Transfer Services sections, Bank’s liability is limited to actual damages, resulting directly from Bank’s willful misconduct or failure to exercise reasonable care, not exceeding the following, as applicable: (i) in case of an excessive debit to Client’s account, the amount of the excess plus compensation equivalent to interest rate; (ii) in case of payment to an account not specified and owned by Client, the amount of the payment plus compensation equivalent to interest; (iii) in case of any delay in crediting a debit Entry or RCC to Client’s account, the amount of compensation equivalent to interest for the period of delay; or (iv) in all other cases, the actual damages incurred by Client. Client will use reasonable efforts to assist Bank in recovering the amount of any overpayment for which Bank is liable.

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If Bank is obligated to pay interest compensation, Bank will pay such compensation or credit your account, as Bank determines, upon Client's written request. Compensation will be calculated for the relevant period as specified in the Account Agreement or as advised by the Bank customer service representative.

If Client transmits a Request to Bank by way of a funds-transfer system or other third-party communications system, the system is deemed to be Client's agent for that purpose. Client shall be responsible, and Bank may rely upon, each Request transmitted actually or purportedly on behalf of such or in the name of the Client. Bank is not liable to Client for any discrepancy between the terms Client transmits to such system and the terms it then transmits to Bank.

H. Protection from Third Parties

To the extent permitted by law, Client will indemnify Bank against and hold Bank harmless from third party claims arising in connection with any Service, which may include liabilities, claims, costs, expenses and damages of any nature (including Legal Expenses). This obligation will continue after a Service that Client is using is terminated. This section does not apply to any cost or damage caused by Bank's gross negligence or intentional misconduct.

Further, with respect to any Service where Bank receives payment from a third party on Client's behalf, the amounts received (less related charges, disbursements and/or expenses) will be paid to Client, except that if Bank is required to return any such payment received upon the insolvency, bankruptcy or reorganization of such third party or for any other reason, Client will repay to Bank the amount paid to Client together with interest thereon from the date Bank returned the payment and so notified Client at the rate specified by Bank in our schedule of charges with regard to the applicable Service.

I. Client Agents, Representatives and Third Party Vendors

This section describes the terms and conditions under which Client is permitted to utilize any Subsidiary or other person, including any third party vendor (including but not limited to, such third party vendor's agent, subcontractor, affiliate, representative and/or assignee) used by Client to perform certain actions with respect to the Services ("Third Party Vendor"), to access any of the Services provided to Client by Bank (which may include the Third Party Vendor's receipt, access to, and/or handling of any related sensitive information) through the use of a remote access software package, a Website, data file transmission, mail delivery service, mobile access or telephone, or SWIFT (Society for World-wide Interbank Financial Telecommunications) using any Client's BIC (Bank Identifier Codes), or such Client's parent's or affiliate's BIC, sent or purporting to be sent on behalf of that Client (details of such BIC to be separately notified by Client to Bank), as applicable.

1. Supplemental Limitation of Liability

Bank will not be responsible for the acts or omissions of Client or its officers, employees or agents, including any Third Party Vendors retained by Client (including but not limited to the amount, accuracy, timeliness or authorization of any instructions or information) or the acts or omissions of any other person or entity, including but not limited to any clearing house association or processor, any U.S. Federal Reserve Bank or any other country's or jurisdiction's central bank, any other financial institution or any Supplier, and no such person or entity will be deemed Bank's agent.

If Client permits any Subsidiary or other person, including a Third Party Vendor, to access any of the Services that Bank provides to Client (which may include the Third Party Vendor's receipt, access to, and/or handling of any related sensitive information or "protected health information," as defined under the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as amended, and its implementing regulations ("PHI")) through the use of a remote access software package, a Website, data file transmission, mail delivery service, mobile access or telephone, Bank will have no responsibility or liability for such Subsidiary's, person's or Third Party Vendor's use or misuse of the Services or related accounts or any such party's access to, use, misuse or loss of any PHI or other sensitive information; provided Bank has complied with any applicable Security Procedure. Bank may and will treat all instructions and information received by us through this arrangement as provided by and for the benefit of Client and subject to all Bank rights under the Service Documentation with respect to the pertinent Services.

2. Client Representations, Warranties and Agreement Surrounding Third Party Vendors

Client represents and warrants to Bank that Client obtains a business benefit by allowing a Third Party Vendor to use, on Client's behalf, one or more of the Services (which may include the Vendor's receipt, access to, and/or handling of any related sensitive information or PHI), and that Client has made available to each Third Party Vendor the T&C and all applicable User Documentation.

Client must provide and maintain a list of all such Third Party Vendors in a form and in a manner acceptable to Bank. Bank may act under the T&C as a Third Party Vendor instructs and Client agrees that such Third Party Vendor will be acting as its agent with respect to the Services. Client further agrees that it will cause a Third Party Vendor to use the Services on Client's behalf in accordance with the terms and conditions of the T&C and all applicable User Documentation and that such Third Party Vendor will have no other right to use a Service or to derive any benefit under the T&C. Client is fully responsible for ensuring that all appropriate information protection, privacy, and cross border data movement and similar policies and procedures are implemented and followed by all such Third Party Vendors used by Client, and that they comply at all times with applicable law. Client will provide us with information about any such Third Party Vendor as Bank reasonably requests.

Client will indemnify Bank in connection with any action or inaction of a Third Party Vendor, unless such loss is attributable to Bank's gross negligence or intentional misconduct.

Bank may, in its sole discretion, either decline to act upon any instruction or communication received from any Third Party Vendor or terminate or suspend Client's use of the underlying Service, if, in Bank's sole discretion, Bank determines that a Third Party Vendor may pose a risk to Bank's operations or a Third Party Vendor or Client breaches any term herein or the applicable User Documentation. In the event Client terminates its relationship with a Third Party Vendor it is Client's sole responsibility to terminate such Third Party Vendor's access to the Services (including access to any related PHI or other sensitive information).

In the event of a conflict between like terms in another agreement between Client and Bank, then the terms of this section will prevail, but only to the extent necessary to resolve such conflict.

J. Taxes

Bank may be required by taxing authorities to withhold tax or make other deductions on account of tax from payments that Client directs Bank to make pursuant to the Service. Client consents to any such withholding or other deduction that is required by law to be made by Bank (or any of Bank's affiliates, delegates or any other withholding agent or third party) from any applicable payment. Client acknowledges and accepts that Bank will not be required to reimburse Client or the payment recipient for any such withholding or deduction made by Bank, Bank affiliates or delegates or any other person.

To the extent Bank, any of Bank affiliates, any delegate or any other party pay(s) or is/are or become(s) required to pay any amount that should have been, but was not deducted and withheld from a payment, Client will indemnify Bank for such amount, including interest and penalties (if any). This indemnity will survive the termination of the Agreement.

K. Payment for Services

Client must maintain and designate account(s) with Bank which Bank will use for debiting or crediting with respect to all payments and deposits and related adjustments and charges. Bank will, and is authorized to, on a monthly basis, debit Client's account for payment of charges due, unless Client arranges another payment procedure acceptable to Bank; provided that, for purposes of any Trade Product or Service, Bank will debit Client's account for payment of fees, charges and other obligations when they are due, unless Client arranges another payment procedure acceptable to Bank. For purposes of satisfying your payment obligations, Bank may consider any overdraft line of credit or other arrangement Client has with Bank.

1. Service Charges

Client will pay Bank for each Service it uses according to Bank's schedule of charges currently in effect for Client, except as agreed otherwise (in writing) from time to time. At Client's request, Bank will provide a copy of the current schedule of charges for the applicable Service. All charges are subject to change upon 30 days prior Notice to Client (unless otherwise agreed in writing or required by local law), except that any increase in charges to offset any increase in fees charged to Bank by any Supplier for services used in delivering any Service may become effective in less than 30 days. Client will pay Bank for Software support in excess of that contemplated in the General Terms section. The charges for such extra support will be as specified by Bank before such charges are incurred or as otherwise agreed by Bank and Client from time to time. Bank will, on a monthly basis, debit Client's account for payment of charges due, unless Client arranges another payment procedure acceptable to Bank. In the event of a dispute over the accuracy of service charges, Client must notify Bank within a reasonable period of time and Bank will conduct a good faith review of the disputed charges. In the event Bank determines that no error occurred, absent manifest error Bank records will control.

2. Taxes

All Service charges are exclusive of sales, value-added and use taxes, stamp and other duties and other governmental charges imposed on any Service or Materials and not based on Bank's net income. Such taxes, duties and charges are payable by Client. All payments of Service charges shall be made without deduction or withholding for any taxes, except as required by applicable law. If Client is required to withhold or deduct any taxes, then the sum payable by Client shall be increased so that Bank receives an amount equal to the sum it would have received had no such withholding or deduction been made (including deductions applicable to additional sums payable under this section).

L. Representations and Warranties

1. Generally

On and as of each day Bank provides any Service to Client, Client represents and warrants that:

- Client's agreement to each provision contained in the Service Documentation is a duly authorized, legal, valid, binding and enforceable obligation.
- The debiting of any account as provided in the Service Documentation is not inconsistent with any restriction on the use of that account.
- All approvals and authorizations required to permit the execution and delivery of the Acceptance of Services and any other necessary documentation, and the performance and consummation by Client of the transactions contemplated under each Service, have been obtained, including but not limited to due authorization from each applicable third party to allow Client to transfer funds and access information from such party's account.
- Client is responsible for full compliance with all applicable anti-money laundering and anti-terrorist financing laws and regulations of all applicable jurisdictions, including without limitation each of the jurisdictions in which any Service is provided and/or any jurisdictions in which any account is and/or Client is located. If Client is required to implement an anti-money laundering program pursuant to the USA Patriot Act, its implementing regulations, or any non U.S. law or regulation applicable to Client, then Client shall:
 - (a) monitor, for the purpose of identifying suspicious activities, all transactions of its customers conducted through the Accounts or using services provided by Bank, and (b) file suspicious activity reports ("SARs") and any other reports as required by applicable law relating to transactions conducted through the Accounts; and
 - (a) take all reasonable and necessary actions to enable sharing of information in accordance with Section 314(b) of the USA PATRIOT ACT and its implementing regulations (including maintaining a current registration on FinCEN's 314b list of participants) or as permitted by local law; and (b) promptly share with the Bank or the Bank's registered 314(b) designee, unless prohibited by applicable law, all unusual or suspicious activities that relate to an Account that may involve potential money laundering or terrorist financing.

Client will notify the Bank if Client becomes aware of any material event, investigation, litigation, indictment, conviction, or enforcement action involving Client, its officers, directors, employees, or agents, and involving any non-compliance with any anti-money laundering or economic sanctions law or regulation.

- Client will not use the Services or Bank's products and accounts to engage either directly or indirectly in business with a financial institution that does not have a physical presence in any country or jurisdiction (shell banks).
- Client will perform on-going customer due diligence with respect to its customers in a manner that ensures compliance with applicable jurisdictional requirements.
- Client will not allow its customer or any third party to directly access any Services or Bank products and accounts provided by us without Bank's prior knowledge and express written consent.
- Client has implemented and will continue to maintain reasonable processes and controls to identify and prevent the criminal misuse of the Services, products and accounts provided by Bank.
- Client acknowledges that, in addition to any of Bank's other rights under the Service Documentation, Bank may intercept and investigate payment instructions, make further inquiries and, where required, block or reject services due to domestic or global economic or trade-based sanctions.
- Client will not use any Service or any of Bank's products and accounts for illegal purposes or transactions.
- Neither Client's performance of its obligations nor its use of any Service will facilitate illegal transactions, for example those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq., or otherwise violate any law, rule, statute, ordinance, regulation, court order, judgment, decree or order applicable to Client.

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- The Services Client receives pursuant to this T&C are for business use only and are not primarily for personal, family or household use.
- There is no lawsuit, tax claim or other dispute pending or threatened against Client which, if lost, would impair Client's financial condition or ability to pay us under the terms of the Service Documentation.
- Client will comply with all conditions and restrictions on its accounts and Services as notified by Bank.
- Client will provide to Bank all information, materials and access for any site visit that may be required in order for Bank to conduct enhanced due diligence as the Bank deems necessary to fulfill its obligations under all relevant anti-money laundering laws, including but not limited to the Bank Secrecy Act.

Bank will not be liable for any related loss or negative outcome resulting from the failure of Client to comply with these representations and warranties.

2. Casinos

Additionally, if Client owns and/or operates one or more casinos, then on and as of each day Bank provides any Service to Client, Client represents and warrants to Bank that:

- Client confirms at least on an annual basis that it does not accept payments from third parties acting on behalf of Client's customers/patrons without performing appropriate and sufficient due diligence on the third party and establishing a reasonable relationship between the third party and Client's customer/patron. Client acknowledges that Bank may periodically review samples of such transactions and Client agrees to provide Bank with the information Bank requests to perform such reviews.
- It is Client's responsibility to ensure that transactions involving customer/patron gaming funding activity are routed only through account(s) ("marketing accounts") identified to Bank as intended for such purpose.

M. Currency Exchange Rates

Client acknowledges and agrees that exchange rates fluctuate, at times significantly, and Client accepts all risks that may result from such fluctuations. If Bank assigns an exchange rate to your foreign exchange transaction, that exchange rate will be determined by Bank in its sole discretion based upon factors Bank determines relevant, including without limitation, market conditions, exchange rates charged by other parties, Bank's desired rate of return, market risk, credit risk, and other market, economic and business factors. Client acknowledges that exchange rates for retail and commercial transactions, and for transactions effected after regular business hours and on weekends, are different from the exchange rates for large inter-bank transactions effected during the business day, as may be reported in The Wall Street Journal or elsewhere. Exchange rates offered by other dealers or shown at other sources (including online sources) may be different from Bank's exchange rates. The exchange rate Client is offered may be different from the rate paid by Bank to acquire the underlying currency. Client further acknowledges and agrees that governments may intervene in the currency markets through their central banks or by imposing regulatory controls or taxes. Governments may issue a new currency to replace an existing currency, or fix the exchange rate or alter the exchange rate or relative exchange rate characteristics by devaluation or revaluation of a currency. They may also restrict or suspend convertibility or transferability of a currency, or restrict participation in foreign exchange markets and funding markets, either in general or based on the nature of specific participants or transactions. Client agrees to assume all risks in connection with the events described above and Client agrees to waive any action it may have against Bank in connection with such events. Client further agrees that Bank shall have no liability whatsoever for the occurrence of any event, including the enactment or promulgation of any laws, rules or regulations, that affect the convertibility or transferability of a payment.

For more information related to currency exchange rates or service terms, please refer to the Electronic Foreign Exchange section of the Service Terms.

N. Armored Carrier - Additional Provisions

Except as provided otherwise in specific service documents that may be executed by Client, Client must contract separately with an armored carrier service that is acceptable to Bank and that continues to meet Bank's requirements. Armored carriers and their subcontractors are Client's agents and Client is liable to Bank for their failure to comply with Bank requirements. If an armored carrier or subcontractor does not meet our requirements, they may be refused entry.

Supplemental Suspension and Termination.

If at any time Bank believes that Client's armored carrier and/or their subcontractors create an unacceptable risk exposure to Bank, Bank may, in its sole discretion, immediately, without prior notice to Client, suspend or modify the provision of the Service, or deny the armored carrier and/or their subcontractors access to Bank's cash vaults, armored carrier vaults and/or other locations until such time that such risk, exposure, or activity is eliminated or otherwise resolved to Bank's satisfaction. Additionally, Bank may suspend the provision of the Service if Client does not use it for such period of time as Bank may establish from time to time. Bank may terminate the Service effective immediately, without prior notice to Client, if the account necessary to provide the Service is closed. These suspension and termination rights are in addition to any such rights that Bank may otherwise have under the agreements with Client.

O. Bank of America Merrill Lynch International Limited ("BAMLI") Recognition of Bail-In Powers

"**Bail-in Legislation**" means any relevant law, regulation, rule or requirement which at any time implements the BRRD in the UK including the Banking Act 2009, as amended from time to time, and the instruments, rules and standards created thereunder.

"**Bail-in Powers**" means, in relation to any Bail-in Legislation, any write-down, conversion, transfer, modification, or suspension power existing from time to time under, and exercised in compliance with the Bail-in Legislation pursuant to which any obligation of BAMLI (or other affiliate

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of BAMLl) may be reduced, cancelled, modified, or converted into shares, other securities, or other obligations of such regulated entity or any other person (or suspended for a temporary period); and any right in a contract governing an obligation of BAMLl may be deemed to have been exercised.

“**BAMLl**” means Bank of America Merrill Lynch International Limited, including any branch of Bank of America Merrill Lynch International Limited.

“**BRRD**” means Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms.

“**Liability**” in this section means any liability referred to under the Bail-in Legislation.

“**Relevant Resolution Authority**” means the resolution authority with the ability to exercise any Bail-in Powers in relation to BAMLl.

BAMLl is a Bank of America Corporation bank subsidiary which provides accounts and related services from its branches in Europe. This section only applies to Client if and to the extent BAMLl provides Client with any Service or incurs any Liability to Client under the terms of the Service Documentation. Notwithstanding any other term of this T&C, any other terms and conditions applicable to any Service, or any other agreements, arrangements, or understandings between Client and BAMLl, Client acknowledges, accepts and agrees to be bound by:

- i. the effect of the exercise of Bail-in Powers by the Relevant Resolution Authority in relation to any Liability of BAMLl to Client under this T&C, or that may arise in connection with the Services, that may include and result in any of the following, or some combination thereof:
 - a) the reduction of all (including to zero), or a portion, of the Liability or outstanding amounts due thereon;
 - b) the conversion of all, or a portion, of the Liability into shares, other securities or other obligations of BAMLl, any parent undertaking, bridge institution or another person (and the issue to or conferral on Client of such shares, securities or obligations);
 - c) the cancellation of the Liability;
 - d) the amendment or alteration of the amounts due in relation to the Liability (including, if applicable, any interest thereon), the maturity of the Liability, or the dates on which any payments are due, including by suspending payment for a temporary period; and
 - e) the variation of the terms of the Agreement, or any other terms and conditions applicable to any Service, as necessary, to give effect to the exercise of Bail-in Powers by the Relevant Resolution Authority.

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II. GLOSSARY OF TERMS

The following are terms that appear throughout this T&C. Other terms may be defined in the section in which the term is used.

Account Agreement. The current signature card, Deposit Agreement & Disclosures or Global Client Account Agreement (or any predecessor agreements such as the International Account Agreement or Standard Account Operating Terms and Conditions) used in certain jurisdictions as an Account Agreement and the publication(s), as amended from time to time, Bank provides containing terms and conditions applicable to each deposit, savings or current account for which Client uses a Service.

ACH Managed Processing means that all credit Entries are required to be prefunded and settlement of debit Entries will receive delayed availability as further described in the applicable User Documentation

ACH Services mean those Services, including ACH Managed Processing, that allow Client to transfer funds to or from its accounts by initiating Entries which may be sent through the ACH system or processed directly to accounts with Bank.

ATM. Automated teller machine.

Business Day. Each day on which the Bank or bank office providing or facilitating a Service is open for business related to that Service.

Collected and Available Funds. Funds in an account equal to the ledger balance minus float which, in Bank's reasonable determination, is not subject to a hold, dispute or legal process preventing withdrawal.

Deposit Account. Any one or more demand deposit accounts held by Client with Bank or, upon Bank's approval and in Bank's sole discretion, a demand deposit account held by Client at a third party bank.

Electronic Funds Transfer Services. ACH Services, International Electronic Funds Transfer Services and Wire Transfer Services.

Entries. Entries has the meaning provided in the NACHA Rules and also includes any data for Entries and any prenotification.

Indemnify. When Client indemnifies Bank, Client agrees that, to the extent permitted by law, Client will indemnify Bank and hold Bank harmless from and defend Bank against any and all liabilities, claims, costs, expenses and damages of any nature (including Legal Expenses) arising from, out of, or relating to proceedings, demands, disputes, legal actions or enforcement of laws, fines or rules, by parties other than Client and Bank. For purposes of this definition, all references to "Bank" also include Bank's service providers.

Legal Expenses. Reasonable lawyer's fees, fees and expenses of litigation and any other fees and expenses incurred in enforcing any provision of the Service Documentation.

Materials. The Software, user identification codes, passwords, codes, keys, test keys, security devices, embedded algorithms, digital signatures and certificates, other similar devices and information, User Documentation and related documentation Bank provides to Client.

NACHA Rules. The rules of the National Automated Clearing House Association (including any other clearing house rules applicable to automated clearing house transactions), as amended from time to time.

Payment Account. One or more demand deposit accounts maintained by Client with Bank and used in connection with the Service.

Payment Transaction. A request by Client to Bank to initiate a payment to a Recipient using a Service and/or a request by Client to Bank to initiate a bill payment to a Vendor by means of an ACH credit entry, other electronic funds transfer or a check payment.

Payment Transaction Request. A message transmitted electronically from Client to Bank through the Service requesting us to initiate a Payment Transaction.

Process Date. The date that Client designates in the Payment Transaction Request for the processing of a Payment Transaction. Funds will be deducted from Client's Settlement Account on or after this date.

Recipient. A customer of a U.S. based bank or credit union to whom Client seeks to make a disbursement payment using the Service.

Request. A request by means permitted under the relevant Wire Transfer Service or International Electronic Funds Transfer Service to transfer funds to or from a specified account or beneficiary (including standing instructions) or to amend or cancel a prior request to transfer funds.

Reversal/Deletion Request. A request for a Reversal or a request to delete a previously delivered Entry.

Reversals. Data for reversing Entries.

Security Procedure. Unless agreed otherwise, the applicable security procedure described in the Materials for Client's data delivery type or Service for verifying the authenticity of any (i) electronic funds transfers or payments instructions, including,

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without limitation, cancellations, amendments or reversals thereto; and (ii) any instructions, data, transactions or other information sent between Client and Bank.

Service. With respect to a Bank of America Corporation subsidiary bank, a global transaction service provided in a specific Bank location and covered by the Service Terms in this T&C as well as amendments, supplements and addenda to this T&C.

Service Documentation. Includes: the Acceptance of Services; the General Terms of the T&C; the Service Terms, which may be contained in the T&C and/or any amendments, supplements or addenda thereto; the country specific terms and conditions for global transaction Services, if any; the User Documentation; and any set-up forms, onboarding documentation or authorization forms.

Service Terms. The terms and conditions under which Bank provides a Service. Service Terms may be found in this T&C as well as any amendments, supplements or addenda thereto.

Settlement Account. One or more demand deposit accounts maintained by Client with Bank and used in connection with the Service.

Software. Web-based applications accessed via a Website and/or the programs and data files provided by Bank for use on a computer in connection with one or more particular Services.

Stop Payment Request. A message Client sends Bank using the Electronic Stop Payment Services, the Check Issuance and Document Printing Services or the Client-Printed Drafts Services to request that payment be stopped on a check or draft which, in the case of the Electronic Stop Payment Services, must be drawn on an eligible account Client has with Bank.

Subsidiary. Any entity in which more than 50% of the ownership interest is owned, directly or indirectly, by Client. The term "Subsidiary" does not include affiliates or other entities in which 50% or less of the ownership interest is owned, directly or indirectly, by Client.

Supplier. Any private or common carrier communication or transmission facility, any time-sharing supplier or any mail or courier service.

Transaction Account. One or more deposit accounts maintained by Client with Bank or another financial institution and used in connection with the Payment Processing Services.

Transaction Request. Using the Payment Processing Service, a message transmitted electronically from Client as a Disburser to Bank or Bank's third party processor requesting Bank to originate an Entry to a Collector on Client's behalf.

UPIC means the Universal Payment Identification Code, which is a unique number that identifies both an eligible account at a UPIC Participant, and the UPIC Participant that holds the eligible account. Capitalized terms in this T&C, not otherwise defined, are defined in the Electronic Payments Network Rules of Membership and the Operating rules, or such later revisions as may be adopted, including, but not limited to, the Rules pertaining to UPICs (EPN UPIC Rules), all collectively referred to as the EPN Rules.

User Documentation. Any information Bank may provide, as amended from time to time, which contains detailed instructions regarding the use of a Service, as provided by a particular financial center or office. User Documentation may vary from one jurisdiction to another. Current User Documentation is available upon request.

Vendor. A non-consumer business, including a sole proprietorship that sent Client a bill, invoice or other statement of account requesting payment for goods or services provided by the Vendor to Client.

Website. Any internet website and/or digital or online access channel (including access through an application on any type of device, including but not limited to, mobile devices) for use in accessing your accounts or Services.

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