

COMMERCIAL DEPOSIT ACCOUNT TERMS AND CONDITIONS

Also for use by FIDUCIARIES

WELCOME TO M&T

On April 2, 2022, People's United Bank, N.A. ("People's United") merged into and became part of M&T Bank ("M&T"). As a result, your company's People's United deposit accounts became M&T accounts. Soon, we will be transferring those accounts and any accounts opened at our People's United division* onto M&T computer systems. We sometimes refer to the date on which this transfer takes place as the "conversion date." The exact conversion date is set forth in the cover letter accompanying this booklet.

This booklet includes information about the names and features of your company's

Your account will automatically become the type of account indicated in the chart, but we would be happy to discuss account options with you after the conversion. Simply stop by any branch or call us.

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ANALYSIS PERIOD: Calendar month

¹Transaction items are: deposit tickets (teller or virtual), checks paid, checks deposited, ACH credits received (not generated by the customer), and ACH debits received (not generated by the customer). ATM cash deposits are not considered a transaction item.

²The Annual Negative Available Balance Rate will be set by M&T at M&T's discretion without reference to any index, formula or schedule.

M&T TAILORED BUSINESS CHECKING

KIND OF ACCOUNT: Checking

ACCOUNT CAN BE OPENED BY: All Non-Consumer

ACCOUNT FEES:

- \$20.00 per month, unless:
 - the Average Ledger Balance is \$10,000 or more; or
 - the sum of the Average Ledger Balances of the Account and any linked Commercial Savings Account is \$25,000 or more; or
 - there is 1 or more M&T merchant services deposit(s) into the Account that month; or
 - the purchases made on the linked M&T Business Credit Card or M&T Business

ANALYSIS PERIOD: Calendar month

¹Transaction items are: deposit tickets (teller or virtual), checks paid, checks deposited, ACH credits received (not generated by the customer), and ACH debits received (not generated by the customer). ATM cash deposits are not considered a transaction item.

²The Annual Negative Available Balance Rate will be set by M&T at M&T's discretion without reference to any index, formula or schedule.

M&T BUSINESS INTEREST CHECKING

KIND OF ACCOUNT: Interest-bearing Checking (Demand Deposit)

ACCOUNT CAN BE OPENED BY: All Non-Consumer

ACCOUNT FEES:

- The monthly fee and how to avoid it are set forth in the cover letter to this booklet
- **Monthly fee:** \$1.00 per month
- Additional transaction items¹ in a month: \$0.50 each
- **Overdraft fee:** \$35.00 per month
- **Overdraft protection fee:** \$0.20 per \$100 currency deposited over \$10,000 per month
- **Overdraft protection fee:** \$0.25 per \$100 currency supplied
- **Overdraft protection fee:** \$0.25 per \$100 currency supplied

ANNUAL INTEREST RATE: Variable, subject to change daily.²

AVERAGE NEGATIVE AVAILABLE BALANCE: The sum of all end-of-day Negative

the last day of the Analysis Period, divided by 360, multiplied by the number of days in that Analysis Period.

COMPOUNDING OF INTEREST: Monthly



ANNUAL INTEREST RATE: Variable, subject to change daily.* Tiers for this Account are as follows:

- at least \$0.01, but less than \$100,000
- at least \$100,000 but less than \$250,000
- at least \$250,000 but less than \$500,000
- at least \$500,000 but less than \$1,000,000
- at least \$1,000,000 but less than \$2,500,000
- at least \$2,500,000 but less than \$5,000,000
- at least \$5,000,000 but less than \$10,000,000
- at least \$10,000,000

COMPOUNDING OF INTEREST: Monthly

PAYMENT OF INTEREST:

IOLA NOW (for accounts open in New York)

KIND OF ACCOUNT: IOLA (Interest on Lawyers) accounts are a special type of NOW (negotiable order of withdrawal) account which can be opened only as an attorney trust account under the supervision of the New York State Bar Association. IOLA accounts are subject to the provisions of the Judiciary Law of the State of New York.

MONTHLY FEES AND OTHER SERVICE FEES:

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LEDGER BALANCE: At the end of any Business Day consists of all funds previously deposited in and credited to the Account and not yet withdrawn from and charged against it; plus all interest credited to the Account before that day and not yet withdrawn from and charged against it. The Ledger Balance on a Saturday, Sunday or federal holiday will be the Ledger Balance as of the end of the previous Business Day.

COLLECTED BALANCE: The Ledger Balance reduced by Items in the process of collection.

RESERVE REQUIREMENT: A percentage reduction equal to the highest percentage reserve regard to whether M&T is actually subject to a reserve requirement or the actual amount of any applicable reserve requirement with respect to M&T's net transaction accounts or any category or class of its net transaction accounts (including any category or class of demand deposit or NOW accounts that would include the Account).

NET COLLECTED BALANCE: The Collected Balance reduced by the Reserve Requirement.

MINIMUM BALANCE ELIGIBLE TO EARN INTEREST: Interest will accrue on the Net Collected Balance at the end of each day, provided the Collected Balance at that time is at least \$500.

INTEREST COMPUTATION: (Positive) multiplied by the Annual Interest Rate in effect on that day, divided by 365 (or 366 in a leap year).

AVAILABLE BALANCE: The balance available for withdrawal in accordance with the applicable Availability Disclosure for Commercial Deposit Accounts.

NEGATIVE AVAILABLE BALANCE: An Available Balance less than zero.

ANNUAL NEGATIVE AVAILABLE BALANCE RATE: Variable, subject to change daily.*

AVERAGE NEGATIVE AVAILABLE BALANCE: The sum of all end-of-da .8 (6(N)-17.2 (8.-

the REALTORS® Affordable Housing (REALTORS® Affordable Housing) program rules

MONTHLY FEES AND OTHER SERVICE FEES:

- No monthly maintenance fee
- applicable REALTORS® Affordable Housing program rules

ACCOUNT CAN BE OPENED BY: Licensed Real Estate Broker

ANNUAL INTEREST RATE: Variable, subject to change daily.* Tiers for this Account are based on Collected Balance at the end of each day, and are as follows:

- \$500–\$49,999.99
- \$50,000 or more

LEDGER BALANCE: At the end of any Business Day consists of all funds previously deposited in and credited to the Account and not yet withdrawn from and charged against it; plus all interest credited to the Account before that day and not yet withdrawn from and charged against it.

The Ledger Balance on a Saturday, Sunday or federal holiday will be the Ledger Balance as of the end of the previous Business Day.

COLLECTED BALANCE: The Ledger Balance reduced by Items in the process of collection.

RESERVE REQUIREMENT: A percentage reduction equal to the highest percentage reserve

SAVINGS AND MONEY MARKET ACCOUNT CONVERSION INFORMATION

The following chart is provided as a convenience and summarize certain important information, but it does not include all information. Please be sure to review the full text of the disclosures and agreements in this booklet for complete information and contact us with any questions.

IF THIS IS YOUR SAVINGS OR MONEY MARKET ACCOUNT PRIOR TO CONVERSION	THIS WILL BE YOUR ACCOUNT AFTER CONAF00 k/GS111 Td(A)-15(F)-10he and agreem-12 (4-1-15)Tj/Span Actual TenEE

M&T COMMERCIAL MONEY MARKET

STATEMENT CYCLE: Monthly cycle

OTHER SERVICE FEES: $\dot{U}^{\wedge} \dot{A} \dot{O} [\{ \wedge ! \& \ddot{a} \ddot{e} | \dot{A} \ddot{O} \wedge \} [\cdot \ddot{a} \dot{C} \& \& [\sim \} \dot{c} \dot{A} \dot{O} \wedge \dot{A} \dot{U} \& @ \wedge \dot{a} \sim | \wedge \dot{E} \dot{A} \ddot{e} \cdot \dot{A} \ddot{e} \{ \wedge \} \dot{a} \wedge \dot{A} \dot{A}$

OTHER SERVICE FEES: From time to time.

NOT TRANSFERABLE: Not transferable.

*The Annual Interest Rate, Annual Earnings Credit Rate and Annual Negative Available Balance Rate will be set by M&T at M&T's discretion without reference to any index, formula or schedule. Rates for different Annual Interest Rate tiers may from time to time be equal.

TIME DEPOSIT ACCOUNT CONVERSION INFORMATION

The following chart is provided as a convenience and summarize certain important information, but it does not include all information. Please be sure to review the full text of the disclosures and agreements in this booklet for complete information and contact us with any questions.

IF THIS IS YOUR CD ACCOUNT ON THE CONVERSION DATE	AT YOUR CD'S FIRST MATURITY DATE ON OR AFTER THE SECOND BUSINESS DAY FOLLOWING THE CONVERSION DATE
<ul style="list-style-type: none"> • FDIC-insured, & automatic renewal OR • Municipal Collateralized FDIC-insured [with automatic renewal] 	<p>Your account will renew with automatic renewal</p>

DAILY PERCENTAGE RATE FOR INITIAL TERM: The Daily Percentage Rate is subject to change each time the Account is renewed.

ACCUAL OF INTEREST ON NONCASH DEPOSITS: Interest begins to accrue on a noncash item (for example, a check) deposited in the Account (1) on the day it is deposited if the deposit is made on a Business Day; or (2) on the next Business Day if the deposit is made on a day other than a Business Day.

FREQUENCY OF COMPOUNDING AND CREDITING OF INTEREST: Interest is

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Rate only once during the Initial Term and each renewal term. The Annual Interest Rate will be subject to change each time the Account is renewed and will be set by M&T at M&T's discretion without reference to any index, formula or schedule.

ANNUAL PERCENTAGE YIELD FOR INITIAL TERM: The Annual Percentage Yield is an annual rate that will be subject to change each time the Account is renewed and is based on the assumptions that the Account is renewed on each maturity date, that the Annual Interest Rate for the Initial Term does not change for subsequent terms, and that interest earned on funds in the Account is not withdrawn from the Account before the maturity date. An earlier withdrawal of any of the interest will reduce earnings.

DAILY PERCENTAGE RATE FOR INITIAL TERM: The Daily Percentage Rate is subject to change each time the Account is renewed.

ACCRUAL OF INTEREST ON NONCASH DEPOSITS: Interest begins to accrue on a noncash item (for example, a check) deposited in the Account (1) on the day it is deposited if the deposit is made on a Business Day; or (2) on the next Business Day if the deposit is made on a day other than a Business Day.

FREQUENCY OF COMPOUNDING AND CREDITING OF INTEREST: Interest is compounded daily and credited at the end of the day before each maturity date, prior to any withdrawal, and, if requested, approximately:

- every month,
- every 3 months,
- every 6 months, or
- every year

Not all of these interest payment options are available at 14 (.8 (i))-10.2 () 3a0.5 (i)-9.9 af0.004 Tdlb(D)-12.9 (

term, and cannot be withdrawn from your Account without our consent or as permitted during a grace period.

In our discretion, we may allow you to withdraw money from the Account at times other than at maturity or as permitted during a grace period. However, if you make such a withdrawal, we may charge you a penalty in our discretion unless the withdrawal is due to an owner's death or incompetency as determined by a court or administrative body.

The penalty will be:

1. \$50 plus 182 days' interest on the non-interest portion of the withdrawal computed, without compounding, at the Annual Interest Rate in effect when the withdrawal is made if the term of the Account during which the withdrawal is made is more than 364 days; or
2. \$25 plus 91 days' interest on the non-interest portion of the withdrawal computed, without compounding, at the Annual Interest Rate in effect when the withdrawal is made if the term of the Account during which the withdrawal is made is less than

RDI (accounts in Connecticut and New York, as well as Municipal Checking with Interest, Corporate Checking Analyzed with Interest, and Municipal Money Market Savings, regardless of location)	\$10.00 each
Redeposit of RDI	\$6.50/item
RDI Additional Advice	\$10.00 each

Research:

Extra Copies of Statement	\$15.00 each
Photocopies	\$10.00 each
Stop Payment Orders	\$35.00 each

Wire Transfers:

Incoming:⁵

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6. \$25.00 fee if you request expedited delivery of a new or replacement M&T Business Debit Card or M&T ATM Card for Business. Expedited delivery may take 1-2 business days. If you request expedited delivery outside the contiguous United States or the District of Columbia, such fee will be \$50.00 and delivery may take longer than 2 business days.

LEGAL DOCUMENT PROCESSING FEES

1. \$150.00 for each Writ of Execution or Attachment issued from Pennsylvania or Maryland.
2. \$110.00 (or such lesser amount that constitutes the maximum amount that may be charged under applicable law) for each other legal paper (e.g., court orders, restraining S y0-21.7 .093 Th2 (4)2.8 (y-13.9 (U)-12.a)Uhtmusic t aal .093 TCha acha,cUce2-1r (ic7)1.8 t (y0

OVERDRAFT PROTECTION SERVICE FEATURES AND TERMS

(LINKED SAVINGS, MONEY MARKET ACCOUNT, LINE OF CREDIT, OR CREDIT CARD)

1. **Definitions.** In this document, the following terms shall have the following meanings:
 - a. The words “we,” “us,” “our,” “ours,” “M&T” and “M&T Bank” mean Manufacturers and Traders Trust Company.
 - b. The words “you” and “your” refer to a customer of ours who has enrolled for the Service provided by us in the manner and on the terms described herein.
 - c. The word “Service” refers to the overdraft protection plan described herein that you have requested us to provide.
 - d.

the changes are operational or technological in nature or are required by changes in law and are not adverse to you, and otherwise thirty (30) days after notice is given.

*See the applicable fee schedule and deposit account agreement for your Protected Account

AVAILABILITY DISCLOSURE FOR COMMERCIAL DEPOSIT ACCOUNTS

YOUR ABILITY TO WITHDRAW FUNDS

Our policy is to make funds that you deposit in your Account at M&T Bank available on the day of deposit, as explained below. Until funds from a deposit are available, the funds may not be withdrawn and we may not use the funds to pay checks drawn on the Account.

DETERMINING THE AVAILABILITY OF A DEPOSIT

The availability of your deposit is counted in Business Days from the day of your deposit. Every day is a Business Day except Saturdays, Sundays and federal holidays.

If you make a deposit before our Business Day cutoff time on a Business Day that we are open, that day will be considered the day of your deposit. However, if you make a deposit after our Business Day cutoff time, or at any time on a day that is not a Business Day or is a day we are closed, we will consider the deposit made on the next Business Day we are open.

Our Business Day cutoff times are no earlier than:

- Branch deposits: branch closing time on a Business Day (varies by location)
- M&T ATM Deposits: 8 pm Eastern Time ("ET")
- M&T Mobile Banking Check Deposits: 10 pm ET

funds may be available sooner than stated below, depending on various factors, including Account type, as well as the method and timing of the deposit or withdrawal.

SAME-DAY AVAILABILITY

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EXCEPTIONS

The availability of funds you deposit by check may be delayed for a longer period under the following circumstances:

- M&T believes a check you deposit will not be paid. (There are various reasons why we might believe a check you deposit will not be paid, for example, because you redeposit a check that has been returned unpaid or because you deposit a check with more than one endorsement.)
- You deposit checks and other items totaling more than \$5,525 on any one day.
- You have overdrawn your Account repeatedly in the last six months, and the overdrafts have not been covered by a line of credit account or other account linked to your Account as part of an overdraft arrangement.
- There is an emergency, such as failure of communications or computer equipment.

M&T will notify you if such an exception hold applies to a domestic check deposited in your Account and will explain when the funds will be available. They will generally be available no

HOLDS ON OTHER FUNDS (CHECK CASHING, OTHER ACCOUNTS)

If M&T cashes a check for you that is drawn on another bank, or makes funds from such a check available to you immediately, you agree to hold M&T harmless for any loss of funds from such a check or other account.



ELECTRONIC BANKING AGREEMENT FOR BUSINESSES

Meaning of Some Terms. In this agreement (1) “we,” “us,” “our” and “ours” mean M&T Bank, One M&T Plaza, Buffalo, New York 14203; (2) “you” and “your” mean the sole proprietor or business entity issued one or more access devices pursuant to an application for same made to us by such sole proprietor or business entity; (3) “your card” means each M&T ATM Card for Business and each Visa® debit card tied to a commercial deposit account with us that we have issued to someone who has been authorized by you to use the card, and any Virtual Card that we have issued to someone who has been authorized by you to use the Virtual Card; (4) “our VRU” means the M&T Business Telephone Banking Center automated voice response unit; (5) “access device” means your card, card number, card data, or such other information associated with your card that is used to access your account; (6) “your PIN” means the secret]^!•[}æ|kâ^}cî, &æcî[}â} ~ { à^!k••:~ }^âk[k}k~c@[î: ^âk~ •^!k[-^ [~!k&æ!âLkçîDk^ [~!kÔ@^&\î} *â Account” means any commercial checking account or NOW account with us to which your card is linked; (8) “your Savings Account” means any commercial savings account with us to which your card is linked; (9) “your Line of Credit Account” means any commercial line of credit account with us to which your card and your Checking Account or your Savings Account are tied; (10) your “Virtual Card” means the multi-digit number issued to you that can be used alone or in conjunction with other information (such as a PIN) to identify you for purposes of accessing our VRU or enrolling in certain of our services; and (11) “E-Banking Services” means electronic banking services not provided at electronic facilities covered by this agreement which we may make available to you from time to time via the Internet or other electronic medium, including, without limitation, M&T Online Banking for Business. Except as set forth herein, the terms and conditions of such E-Banking Services are not covered by this agreement.

Introduction to Electronic Banking Services. We offer a variety of services that allows you and your authorized employees, agents and representatives to access certain of your commercial deposit accounts with us and/or your commercial credit accounts with us or with our æ-, îæc^•éîâ^â, @æcî•k&æ||^âk}^!^&c! [] î&â~ } â•k:æ} •-!kçîÔØV+DEîØ [îâ] ~ ! [] •^•â [-k@:î•k•*!^^ { ^ } cêâ

will be assigned to each card and told to the authorized user of such card, or, each authorized user, if he or she prefers, can choose his or her own PIN.

Transaction Limitations.

1. During any day, the total transactions in which your access device is used at an ATM to obtain cash, whether the cash is obtained through a withdrawal from your Checking Account or your Savings Account or through another transaction (for example, a transaction in which a check is cashed or credit is obtained under your Line of Credit Account to borrow money in cash) cannot exceed (i) 9 in number (15 if your card is a Visa debit card) or (ii) \$1,000 in amount. We may, but we do not have to, from time to time allow transactions that exceed these limits.
2. During any day, the total transactions in which your access device associated with your Visa debit card is used to access your Checking Account, other than at an ATM, cannot exceed (i) 20 in number or (ii) \$7,500 in amount. We may, but we do not have to, from time to time allow transactions that exceed these limits.
3. Deposits in or transfers to your Checking Account or your Savings Account at some shared electronic facilities may be limited by the operators of those facilities or by the networks in which they participate.
4. No coins may be deposited and no more than 50 items may be deposited at any one time at any electronic facility covered by this agreement at which deposits may be made.
5. If you have multiple accounts of the same type linked to your card (i.e., multiple checking accounts), some locations at which you can use your access device may not offer the ability to select which of those accounts you wish to use to make your transaction, and some locations may offer the ability to select some, but not all, of those accounts. When no

subject to any claim or defense you may have regarding any dispute with any merchant or service provider involving a transaction conducted with the use of your access device.

Telephone Transactions. With a Visa debit card, a Virtual Card or an M&T ATM Card for Business that is issued with the All Activity option, your access device may be used by telephone through our VRU to make transfers of funds between accounts linked to your card. To initiate a transfer of funds through our VRU, you must use a touch-tone telephone and have available your authorized user of your access device. You are responsible for the accuracy and completeness of all information and directions supplied to us in connection with a transaction made using our VRU.

Time of Information. When your access device is used at any electronic facility covered by the amount of credit available under your Line of Credit Account, the information will generally, but not necessarily, be as of a time no earlier than the start of our most recent business day beginning before the inquiry is made.

Obligations with Respect to Access Devices and PINs.

or any of the charge, you must pay us the attorney's fee and all legal expenses we incur in connection with the collection.

Fees. A withdrawal of part of the deposit to get cash back is considered to be a single transaction, (2) the fee for cashing a check will be charged either to your Checking Account or to your Savings Account, depending on which account is selected at the time the check is cashed, and (3) the fee for a transfer from an account linked to your card to another account will be charged to the account from which funds are transferred. All fees charged to you for the services provided to you under this agreement shall be in accordance with our separate fee schedule for electronic banking services provided to our commercial customers.

Error Detection. Notwithstanding any security procedure we may from time to time utilize for detecting errors in transactions covered by this agreement, you agree that we shall have no responsibility to discover or report to you any such errors, and we shall not be liable either for the failure to have such a security procedure, or, if we have such a security procedure, for the failure of such security procedure to detect such errors, regardless of the manner in which we apply such security procedure.

Business Days. Monday through Friday, excluding federal holidays.

Limitation of Liability.

1. In performing under this agreement, we shall not be liable for any damages you may suffer or incur as a result of our failure to complete on time or in the correct amount any transaction initiated by you at an electronic facility covered by this agreement or on account of any other acts or omissions on our part except where we have failed to act in good faith. Without limiting the foregoing, we shall not be liable for errors or delays with respect to any transaction initiated by you at an electronic facility covered by this agreement in cases where (i) the transaction is for the purpose of making a withdrawal or transfer from your Checking Account or your Savings Account and, through no fault of ours, the amount of the withdrawal or transfer exceeds the funds then available for withdrawal from the account and any account linked for the purpose of covering overdrafts, (ii) the transaction is for the purpose of making a withdrawal or transfer from your Checking Account or your Savings Account and money in the account is pledged as collateral for a loan, subject to an administrative hold, subject to a court order restricting its removal from the account or is the subject of a dispute, (iii) the transaction is for the purpose of making a withdrawal from your Checking Account or your Savings Account at an electronic facility, and the electronic facility is out of cash or is not dispensing in a single transaction as much cash as

or any transaction made by use thereof, the terms and provisions of the other agreement will be controlling. Any statement concerning your card, your access device associated with your card or the corresponding PIN, or any transaction made by use thereof made by any of our employees or anyone else is not part of this agreement.

Reasonable Time to Act. A reasonable time for us to act on any notice, order or other communication will extend until at least the close of business on the business day following the business day on which we received the notice, order or other communication.



COMMERCIAL DEPOSIT ACCOUNT AGREEMENT

DEPOSITS AND OTHER CREDIT TRANSACTIONS

4. Credit Transactions

- (a) Credit Transactions can be made by any means M&T permits (e.g., in person, at
services. M&T may for any reason refuse, return, or set limits for Credit Transactions.
- (b) M&T may receive, collect

following chart details the types of Debit Transactions in each group and the order used within each group.

Group Order:	Type of Debit Item in each group:	How	2.9-28-11.c-f) 12 reach

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OTHER ACCOUNT MATTERS

13. ACH Disclosures

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- (b) Credit given by M&T to Client for an ACH credit entry is provisional until M&T !^&^ç^•h, }æ|!•^cc|^ { ^ }c| [!hc@^h^ }c! ^hc@! [~ * @æ|Ø^á^!æ|ÁÚ^•!ç^!Óæ } \Á [!Á [c@^! , á•^Á æ•Á] : [ç|á^á|á }ÁÚ^&c| [] Á | CEE I €HçæDÁ [-ÁWÓÓÁCE : ç&|^Á | CEEÁQ-A TBV!á [^•Á } [c|!^&ç^h, }æ| settlement, M&T is entitled to a refund of the amount credited to Client in connection with the entry, and the party making payment to Client will not be considered to have paid Client such amount.
 - (c) M&T is not required to give Client a separate notice of receipt of an ACH entry, unless M&T has otherwise agreed in writing to do so. If M&T accepts ACH credits, or there are ACH debits, to an Account, Client will receive notice on Client's next regular periodic statement.

14. Account or Service Issue

- (a) In order to make any claim (for payment, restitution, or otherwise) for an error, omission, unauthorized transaction, or other issue relating to an Account or service (an "Account or Service Issue"), Client must provide Notice to M&T: (i) within 90 days if the Account or Service Issue relates to a forged endorsement; or (ii) within

19. Account Freeze; Inactive and Dormant Accounts

- (a) M&T may, without liability, freeze some or all of the Account funds and/or prohibit or delay Transactions if: (i) M&T believes that the Account may be subject to irregular, unauthorized, fraudulent, or illegal activity; (ii) there is a dispute or legal proceeding concerning the Account; or (iii) the Account becomes inactive or dormant.

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and security procedures, and Client acknowledges that such security procedures
are a commercially reasonable method of providing security against unauthorized
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the Account could qualify for more than the standard maximum deposit insurance

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in the hierarchy. In addition, Client agrees that: (i) its Accounts may be linked in
a hierarchy at the request of another business customer with such customer's
accounts or the accounts of other customers without notice; and (ii) an Account
of Client may be designated as the key account in such hierarchy. M&T has no
obligation to provide statements to any account in the hierarchy other than the
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receiving the statement for the hierarchy must timely review such statement and
notify M&T of any Account or Service Issue in accordance with the "Account or
Service Issue" Section above, and the action or inaction of such customer is binding
on Client and all other customers with accounts in the hierarchy. M&T reserves the
right to decline to link or to unlink any or all accounts in a hierarchy and to place
limits or conditions on the linkage of accounts in a hierarchy.

25. Discontinuing or Closing Accounts

- (a) M&T is 9 (nt>s10 (s315.4 (o)b (s 9 (n6 (e l)-7.9y o)-1g.9 (n)0.9 (a)-4.7 (t)-4 4-11.9 (d t)-5.0-7 (t)

M416.2 3 24 4n82.t c1M3169.9 (3(n)-17(82.t)017)-d

arrangement, communication, or representation with respect to the subject matter

(c)

40. **Force Majeure**

M&T will not be liable for any delay or failure in performance of any part of the Agreement or deemed in breach of its obligations, if such failure, delay, or breach is due to any cause beyond its reasonable control. This Section will not relieve Client of its obligation to pay Amounts Due.

41. **Severability**

If a provision of the Agreement is held illegal, invalid, or unenforceable, that will not affect any other provisions, which will remain in full force and effect, and the Agreement will be

42. **Survival**

The following provisions of this CDAA survive termination of the Agreement or any service: Sections 2(b), 22(c) and 24-42, along with any other Agreement provisions necessary to give

43. **Electronic Signatures**

Any agreement, form, or other document that may be entered into between the parties or submitted by Client related to the Agreement or Account may be entered into or submitted in paper form or electronically, as agreed by the parties. The parties may execute any such documents using actual signatures or an electronic symbol or process attached to or logically associated with such document (whether or not in the form of an electronic record) and executed or adopted by a person with the intent to sign the document.

SCHEDULE 1 – DEFINITIONS AND TERMS OF CONSTRUCTION

The following capitalized terms, when used in the Agreement, have the meanings below:

- (a) **“Account”** means each deposit account opened or maintained for Client at M&T for purposes other than personal, family, or household.
- (b) **“ACH”** means the Automated Clearing House.
- (c) **“ACH Rules”** means the ACH Operating Rules and Guidelines published by the National Automated Clearing House Association.
- (d) **“Agreement”** means the agreement between M&T and Client relating to each Account, consisting of and incorporating this CDAA and all forms and agreements related to the opening, maintenance, closing, or any other aspect of an Account,
- (e) **“Amounts Due”** means all amounts Client owes to M&T, including: (i) Service

other representatives (including Authorized Representatives); (i) reference to a Law means

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