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(e.g., one person initiates a transaction and another approves it), and (b) use available audit features to determine if Authorized Representatives are acting in accordance with their authorities. For some Services, a System Administrator may be able to appoint other System Administrators.

6. **Information Reporting**

a.

by or on behalf of Client or for which Client is otherwise bound under the law of agency, whether or not M&T or Client complied with the Payment Order Security Procedures for that Payment Order.

- d. The Payment Order Security Procedures are intended to verify the authenticity of Instructions regarding Payment Orders and are not designed to, and do not, detect errors in the transmission or content of such Instructions.
- e. Alternative Payment Order transmission methods may be offered by M&T under other funds transfer agreements. Client acknowledges and agrees

the Signer's identity is verified, Signer may sign the applicable document with an Electronic Signature. M&T may add a digital representation or image of Signer's signature on such document.

SERVICERS, VENDORS, AND THIRD PARTIES

15. Client's Use of Servicers

- a. Client may designate a vendor or servicer ("**Servicer**") to act on its behalf for certain Services (e.g., use a Service; access Service Information and Transmitted Information; and select and implement Security Protocols and Payment Order Security Procedures) (the "**Servicer Permissions**").
- b. For each Servicer, Client shall: (i) provide any information M&T reasonably requests; and (ii) obtain M&T's approval, which may require Servicer to enter into an agree

- i. The Website and Services may not be available at all times due to: (i) matters outside of M&T's control, including matters relating to third party support for software and hardware, Internet service providers, Client's vendors, and connectivity and the Internet; and (ii) maintenance and servicing associated with the systems that host and support certain Services.
- j. Without Notice or liability, M&T may change, limit, suspend, terminate, or discontinue any Service (or aspect thereof), provided, if M&T terminates a Service, it must do so in accordance with Section 26. M&T will use reasonable efforts to provide prior Notice of such action.
- k. Client may have the ability to opt in through a Website to receive alerts or other communications in connection with its Accounts and Services via text messaging. An Authorized Representative may opt in to have alerts or other communications via text message sent to other Authorized Representatives. The frequency of text message alerts or other communications may be based on the Account settings selected by Client. Client

- c. If Client declines or fails to take precautions within its control or to use the Services, optional Security Protocols, and features designed to detect, deter, or prevent fraud that M&T makes available, Client may be precluded from asserting claims against M&T for unauthorized, altered, counterfeit, or other fraudulent transactions that such precautions, Services, Security Protocols or features were designed to detect or deter.
- d. Any action, proceeding, or claim against M&T for any Loss arising out of the Agreement, Services, or Accounts must be commenced in writing within one year after the action accrued; provided that this provision shall not extend any shorter period of time otherwise provided by Law, the CDAA, or other agreement with Client.
- e. IN NO EVENT WILL M&T'S LIABILITY FOR ANY INDIVIDUAL CLAIM (EACH, AN "INDIVIDUAL CLAIM") ARISING OUT OF THE AGREEMENT,

- i. required by Law or regulator;
- ii. Client breaches any term, condition, warranty, representation, or obligation in the Agreement or any other agreement with M&T and fails to cure the breach within 15 days of receipt of Notice from M&T (provided, if the breach is not curable, termination is effective on the date specified in the Notice);
- iii. M&T reasonably believes fraudulent, illegal, dishonest, or unauthorized activity has occurred or is likely to occur with respect to a Service or Account;
- iv. Client fails to maintain sufficient available funds in an Account maintained for a Service or closes an Account receiving a Service;

by Notice in accordance with this Section. M&T may rely on any oral Notice or Instruction from Client, whether or not Client confirms it, and M&T's records of the oral Notice or Instruction control.

- d. M&T may provide Notices to Client as Electronic Records by: (i) email; (ii) posting to a Website; (iii) displaying to Client or Authorized Representatives during sessions on a Website or otherwise; or (iv) any other electronic means. Communications with Client regarding operational, product-related, procedural, and technical matters relating to the Services and Accounts may be provided orally and not subject to the Notice requirements of this Section.
- e. A Notice to Client will be effective if M&T sends such Notice to any mail or email address of an Authorized Representative. M&T shall be deemed to have sent, and Client shall be deemed to have received, anyieIT se ic314 (r)-10.6 (e)--w7 (i)5 (e)-1i6 (p)-13 u.1 (e)-14.4 (T (i)-196 31 (a)- (r)-(e)-14 (d R)-

**SCHEDULE 1 TO MASTER TREASURY MANAGEMENT SERVICES AGREEMENT:
DEFINITIONS AND TERMS OF CONSTRUCTION**

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

“**Account**” means any existing or future account of Client, or over which Client has authority, with M&T.

“**ACH**” means the Automated Clearing House.

“**ACH Rules**” means the ACH Operating Rules and Guidelines published by NACHA.

“**Affiliate**” means any entity that, direct

“Payment Order Security Procedures” means the subset of Security Protocols described in the Product Terms and Conditions Booklet and agreed to by Client in the Client Election Form (or another form acceptable to M&T) and used to verify the authenticity of a Payment Order.

“Product Terms and Conditions” means the terms and conditions for a particular Service.

“Product Terms and Conditions Booklet” means the booklet issued by M&T that includes the Product Terms and Conditions for the Offered Services.

“Reasonable Time to Act” means a reasonable time for a party to act, but not less than two Business Days after the Business Day of receipt of the applicable information or Instruction.

“Security Protocols” means the applicable security procedures made available by M&T: (a) for verifying that an Instruction is that of Client; (b) for encrypting or otherwise helping to restrict access to information, the Accounts, or Services, which may include user IDs, passwords, algorithms, or other codes, identifying words or numbers, check stock, tokens, challenge questions, and encryption; or (c) otherwise intended to mitigate fraud risk (e.g., dual authorization).

“Service Fees” means the fees, charges, and expenses set by M&T for the provision of the Services or Accounts.

“Servicer Representative” means any person that: (a) has been designated or authorized by Servicer to act on its behalf in any capacity with respect to the Agreement, Services, or Accounts; (b) Servicer directly or indirectly gives access to or allows to use the Services or Accounts, or any information relating thereto; (c) M&T reasonably believes is an authorized representative of Servicer based on course of conduct; or (d) is otherwise engaged by Servicer to act on its behalf.

“Set-Up Form” means an M&T set-up form or questionnaire that Client submits to M&T for, or for which Client provides information for the set-up of, a Service.

“Statements” means any periodic account statements or account analysis statements for an Account.

“System Administrator” means each individual designated by or on behalf of Client as its “System Administrator” in a Client Election Form (or other document or means acceptable to M&T).

“TM Signer” means each individual designated by Client in a Client Resolution as its “TM Signer” and, until such time as Client designates a new TM Signer on a form acceptable to M&T, each individual reflected the records of People’s United Bank, N.A. or the People’s United division of M&T Bank as an authorized officer.

“UCC-4A” means, with respect to any jurisdiction, Uniform Commercial Code Article 4A - Funds Transfers.

“User Guides” means the user guides, information, computer help screens, and documents made available to Client by or on behalf of M&T that establish the guidelines, rules, protocols, procedures, and terms and conditions applicable to the Accounts, Services, Security Protocols, Payment Order Security Procedures, or information transmission.

“Virus” means any code, program, or other internal components that restrict, or may restrict, use or access to, or do or may damage, destroy, or alter any system, computer, network, program, data, or other information or data processing device, including any computer virus, malware, adware, spyware, tracking cookie, computer worm, computer time bomb, trojan horse, back door, or similar component.

“Website”

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TREASURY MANAGEMENT SERVICES PRODUCT TERMS AND CONDITIONS

This Product Terms and Conditions booklet contains product information, disclosures, and terms and conditions applicable to our treasury management services (i.e., Offered Services). The Product Terms and Conditions are incorporated into the M&T Master Treasury Management Services Agreement ("**Master Agreement**")

“Inquiry” and “Inquiries” means each and all requests for Response Data from the National Shared Databases by Client. The information contained within an Inquiry (“Inquiry Data”) is described in Exhibit A or B (which are available at www.mtb.com/AVSTerms and are available upon request) depending on the Account Validation Service or in the Operating Rules as applicable to FSO Clients.

that it (a) has ceased providing; (b) does not currently provide; and (c) will not provide in the future, responses comprised, in whole or in part, of Response Data to the customer that is subject to, or is controlled by a Regulated Party that is subject to, the investigation or action.

17. **Vetting Requirements.** Client as Processor will establish and maintain procedures for assessing its customers that receive any response that is comprised of or derived from, in whole or in part, Response Data. Such procedures shall meet or exceed the Minimum Requirements for Customer Vetting available as an Exhibit at www.mtb.com/AVTerms and upon request, which may be modified by M&T or its Servicer upon notice to Client as Processor (the "Vetting Requirements"). In addition to any other audit rights of M&T or its Servicer described in the Agreement and the Exhibits available at www.mtb.com/AVTerms and upon request, M&T and its Servicer shall have the right, once per calendar year, to review Client as Processor's vetting procedures and evidence of such customer assessments completed by Client as Processor. In addition to the foregoing annual audit rights, Client as Processor agrees that if M&T or its Servicer reasonably believes that Client as Processor is not complying with the Vetting Requirements, M&T and its Servicer shall have the right to inspect Client as Processor's records and procedures related to Client as Processor's obligations under this Section during normal working hours, and in a manner as to minimize interference with Client as Processor's normal business activities.
18. **AOA.** Client agrees that M&T and its Servicer shall have the right to approve any of Client as Processor's customers that receive AOA.
19. **Operating Rules.** Client agrees to be bound by those provisions of the Operating Rules applicable to Client's use of the Account Validation Service. Client agrees that any conflict between any these T&C and the Operating Rules will be resolved in favor of, and governed by, the Operating Rules.

ACH ORIGINATION SERVICE

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

DEFINITIONS

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

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12. **Return Entry Fees and Fines for ACH Rules Violations.** Client will promptly reimburse M&T, or M&T may charge the Account, for fines or fees assessed against M&T by NACHA in connection with: (a) a returned Entry; and (b) an ACH Rules violation attributable to any act or omission by Client that is or results in a breach of the ACH Rules, the Master Agreement, these T&C, or M&T's requirements or specifications.
13. **Same Day Entries.**
 - a. **Website.** If Client elects to transmit Same Day Entries via a Website, Client must select the option for same day ACH processing for each related File or the submitted Entries will not be processed as Same Day Entries.
 - b. **Direct Transmission.** If Client elects to transmit Same Day Entries via Direct Transmission, Client must: (i) use one of the following fields appearing in the "Batch Header Record" of a File as the field that M&T will rely upon to identify an Entry as a Same Day Entry: (A) Effective Entry Date (which must coincide with the date of Client's transmission of the File containing the Entry to M&T), or (B) Same Day Indicator; and (ii) comply with the formatting and Entry specifications in the ACH Rules and User Guides related to such identification. If Client selects the Same Day Indicator to be used to identify an Entry as a Same Day Entry, M&T may rely solely on the Same Day Indicator, rather than the Effective Entry Date, to determine whether the Entry is intended by Client to be a Same Day Entry.
 - c. Upon Client's request, M&T may, but is not obligated to, permit Client to originate Same Day Entries or process Entries as Same Day Entries on an exception basis, even though Client has not complied with the Same Day Entry requirements.
 - d. M&T may restrict the SEC Codes Client may use for Entries to be considered and processed as Same Day Entries.
14. **IAT Entries.**
 - a. M&T may limit its permission for Client to originate IAT Entries to the origination of Credit Entries only and may restrict the foreign countries to or from which Client may originate IAT Entries. IAT Entries cannot be originated to send Remittance Transfers (i.e., electronic transfers of funds requested by consumers for payment to recipients outside the U.S.).
 - b. Any intended IAT transaction must be identified using the IAT SEC Code and comply with the IAT formatting requirements in the ACH Rules. Any non-compliant Entries will be rejected by M&T, the ACH Operator, or the Gateway Operator.
 - c. Because IAT Entries often require additional time for settlement, some IAT transactions may take three or more Business Days for the recipient to receive credit from the transaction. Once IAT Entries are transmitted outside of the U.S., they are subject to the Laws of the foreign receiving country.
 - d. M&T may select the Gateway Operator to act as the U.S. entry or exit point for IAT transactions. The exchange rate applied to an IAT Entry will vary

22. **Client's Audit Requirements.** Client mu

“Integrated Payables File” means a file submitted via Direct Transmission in connection with the Integrated Payables Service that may include ACH, wire, automated check payments, Positive Pay/Payee Positive Pay, and commercial card transactions.

TERMS AND CONDITIONS

1. **Transmission of Checks to M&T.** By 6:00 p.m. ET on each Business Day, Client must transmit to M&T a complete File in a format and by means required by M&T for the checks to be printed and mailed. Client may transmit its File as part of a Consolidated Payables File or an Integrated Payables File.



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

2. Loan Sweep Services.

- a. **Sweep from the Account.** If there is a Target Balance Excess at the end of a Business Day, M&T will sweep funds out of the Account as described below.
- i. Loan Sweep. If Client has only the Loan Sweep Service, M&T will: (A) debit the Account for the amount of any unpaid principal balance under the Note, up to the Target Balance Excess; and (B) apply the debit amount to the unpaid principal balance of the Note.
 - ii. Loan Sweep with Investment Sweep. If Client has both the Loan Sweep Service and Investment Sweep Service, M&T will debit the Account, make payments under the Note, and invest or deposit some or all of the Target Balance Excess as follows and in the following order:
 - A. M&T will (x) debit the Account for the amount of any unpaid principal balance under the Note, up to the Target Balance Excess, and (y) apply the debit amount to the unpaid principal balance of the Note; and
 - B. If there is no unpaid principal balance under the Note or if, after debiting the Account as stated in the provision immediately above, there is a Target Balance Excess of at least the Minimum Investment Amount, M&T will (x) withdraw such excess funds, and (y) invest or deposit such funds (up to the Maximum Investment Amount) in Client's Chosen Investments.
 - iii. Interest/Setoff. M&T will not debit the Account to pay any interest under the Note, but M&T may still exercise its setoff right against the Account for any monies due under the Note.
- b. **Breakage Fees Under Note.** M&T will not charge a Breakage Fee (as defined in the Note), if any, that may otherwise be payable under the Note (expressly excluding any termination or breakage fees and/or transaction costs related to any derivatives or hedging transaction(s)) to the extent:
- i. the Client does not terminate the Line of Credit and
 - ii. such Breakage Fee
 - A. is due as a result of application of a debit amount to the unpaid principal balance of the Note resulting from the Loan Sweep Service; and
 - B. the Bank determines in its sole discretion that such debit amount applied to the unpaid principal balance of the Note (x) is in an amount usual and customary for Client and (y) is not structured by Client to avoid breakage fees. The determination by the Bank of the foregoing shall, in the absence of manifest error, be conclusive and binding upon Client.
- c. **Sweep into the Account.** M&T will sweep funds back into the Account as follows and in the following order:
- i. Credit from the Sale or Liquidation of Investments. If Client has both the Loan Sweep Service and Investment Sweep Service, M&T will liquidate all existing investments and transfer to the Account the proceeds and earnings (if any) in accordance with Section 1(a) of these T&C.
 - ii. Extension of Credit under Note. If Client does not have the Investment Sweep Service and there is a Target Balance Shortfall or if, after crediting the Account as stated in the provision immediately above, there is a Reduced Target Balance Shortfall, M&T will extend credit to Client as provided in (A), (B), and (C) below.
 - A. If the Available Credit equals or exceeds the Target Balance Shortfall, or, where applicable, the Reduced Target Balance Shortfall, M&T will: (x) extend credit to Client by making an advance under the Note in the amount of the Target Balance Shortfall or the Reduced Target Balance Shortfall; and (y) credit the amount of the advance to the Account to eliminate the Target Balance Shortfall or the Reduced Target Balance Shortfall.
 - B. If the Available Credit is less than the Target Balance Shortfall, or, where applicable, the Reduced Target Balance Shortfall, M&T will: (x) extend credit to Client by making an advance under the Note in the amount of the Available Credit; and (y) credit the amount of the advance to the Account to reduce the Target Balance Shortfall or the Reduced Target Balance Shortfall.
 - C. All advances under the Note made pursuant to this Service will: (x) be evidenced by, bear interest at the rate provided in, and be repaid in accordance with the terms of the Note; and (y) be secured by any and all collateral securing the Note. M&T is not obligated to make advances under the Note in excess of the Available Credit.

3. Investment and Insolvency Disclosures.

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

B. The FDIC will treat Client as the owner of, or as a secured creditor with respect to, all Mutual Funds shares purchased for Client through this

- iii. Client should not respond to any Email Notice by email, and M&T is not obligated to act on any such email response.
 - iv. If the Email Notice is returned as undeliverable, M&T will send Client a written letter advising that a new Statement is available, and that M&T is unable to successfully deliver the Email Notice. M&T may immediately terminate this Service if an Email Notice is returned as undeliverable three consecutive times.
 - d. **Termination of Electronic Delivery.** Client can elect to terminate this Service for one or more Accounts. Notwithstanding the Master Agreement, any termination of this Service by Client is not effective until M&T has had a Reasonable Time to Act on Client's Notice of termination, which may take as long as 60 days. M&T's provision of electronic Statements following Notice of termination shall satisfy any obligation of M&T to deliver Statements until termination of this Service. The closing of any Account automatically terminates this Service for that Account.
4. **Electronic Disclosure and Consent.** Client consents to M&T providing it with all Notices about this Service and the Accounts enrolled therein in an electronic format. At Client's request, M&T agrees to provide Client with a paper copy of such Notices. If Client withdraws this consent, M&T will immediately terminate this Service.
-

CONTROLLED DISBURSEMENT SERVICE

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

DEFINITION

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

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

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

TERMS AND CONDITIONS

1. Reports.

- a. **Daily Reports.** M&T will use reasonable efforts to make available to Client reports of the dollar amount that the Federal Reserve Bank of New York, the payment associations of which M&T is a member, and other banks have reported as the total amount of Items to be presented for payment against

TERMS AND CONDITIONS

1.

FUNDS TRANSFER (WIRE) SERVICE

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

DEFINITIONS

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

“**Consolidated Payables File**” means a file submitted via Direct Transmission in connection with the Consolidated Payables Service that may include ACH,

- a. **Telephone to Wire Room.** If Client delivers Payment Orders by calling M&T's Payment Services Department (Wire Room), a designated Wire Telephone Transmitter must use the M&T provided token to deliver such Payment Orders.
- b. **Website.** If Client delivers Payment Orders through a Website, Client must designate a System Administrator to appoint and set up all Transmitters authorized to access and transmit information and Payment Orders using the Website. The Website must be accessed using Payment Order Security Procedures that require: (i) a log-in user ID; (ii) the use of the token provided by M&T for each Authorized Representative authorized to transmit Payment Orders through the Website (except that such token may not be required for Book Transfers, in which case a password0.6.8 ()-10.8 (.ru/-32.2 (y

| | Book Transfers | External Funds Transfers (other than tax payments) routed through FedWireersDt24c81.12.6 | | | (e)- |
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Foreign Currency Payment Order. M&T may delay delivery of or reverse any FX Transaction if delivery of the Foreign Currency Payment Order is late or not received within a reasonable period of time (as determined by M&T).

- b. **Exchange Rate.** M&T will debit the Account for the requested Foreign Currency Payment Order in the denominated currency of the Account after an



paper Item. In addition, Client is deemed to make to M&T any representation or warranty that M&T makes under Law to any person when M&T creates, transfers, or presents the Image or Substitute Check or electronic return item created from Data and an Image.

6. **Processing Deposits.** M&T will process each accepted Deposit by provisionally crediting the related Account (subject to applicable availability schedules) for the amount of such Deposit (subject to M&T's verification) and by: (a) printing or causing to be printed Substitute Checks; or (b) transmitting the Data and Image for each Item in such Deposit to a Federal Reserve Bank, correspondent Bank, clearinghouse, or directly to the bank on which such Item was drawn.

including by uploading an Invoice File, reviewing the presentment of Invoices, and submitting test payments; and (iii) informing M&T of any changes that are needed.

b. **License.**

(and the remainder of the Agreement) supplement the Loan Documents to add an electronic means for Client to perform such transactions as described in these T&C, in addition to the means set forth in the Loan Documents. Nothing in these T&C (or the remainder of the Agreement) in any manner modifies the Loan Documents to create a commitment of M&T to make any loans or lines of credit to Client where there was, prior to the execution of the Agreement, no such commitment. If there is a conflict between these T&C (or the Agreement) and the Loan Documents relating to the electronic procedures and means for drawing and making payments on Loans and Lines of Credit, these T&C (and the Agreement) control. If there is a conflict between these T&C (or the Agreement) and the Loan Documents relating to anything else, the Loan Documents control.

POSITIVE PAY SERVICE

The following features are available through the Positive Pay Service:

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

DEFINITIONS

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

“Criteria”

sent using secure email and require prior registration and the use of a password to open and view the email. Client's designated email addressees must be able to access such secure emails.

3. **Checks/Processing of Checks.**

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

TERMS AND CONDITIONS

1. Requesting RTP Funds Transfers.

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

2. Service Availability and Access. The Service is typically available 24 hours a day, 7 days a week, including weekends and state and federal holidays. The Service may, however, be unavailable from time to time, including due to scheduled or unscheduled maintenance. Payment Orders transmitted or entered by Client during periods of unavailability may be received by M&T but may not be processed until the Service is available. M&T may also suspend or terminate Client's access to the Service at any time, including if M&T determines that Client used the Service in a way that violates these T&C. In addition, M&T may modify or discontinue the Service at any time.

3. Limits on RTP Funds Transfers.

- a. **Limits on Transfer Amounts.** Client may.1 (a)4J/TT0 1 Tf0p(s)-13 (e)-11.1 (n)-11.5 (d m)-13.6 (o)-14 re ta \$ueSverc e i n a(s)-9.9 i mle ta

must have an M&T-approved safe (“**Equipment**”) installed at its Business Location to accept and validate U.S. currency deposits. The Equipment is part of the Client Systems. The currency deposits will be collected and processed by the Remote Safe Provider and delivered by its armored courier to a Cash Vault Facility. This Service allows Client to elect, for any of its Business Locations: (a) the “Verified Funds” Service option, which allows an Account to be credited for currency once that currency is collected and verified by M&T; or (b) the “Advanced Funds” Service option, which allows Client to receive daily provisional credit for currency that remains in the Equipment until such currency is collected and verified by M&T, subject to certain limits.

DEFINITIONS

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

“**Cash Vault Facility**” means each of the Remote Safe Provider’s locations designated by Client for receipt of Client’s currency.

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

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

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

“**Remote Safe Provider**” means a company that has a contract with M&T to provide remote safe deposit services to M&T’s clients and that also has a Remote Safe Provider Contract with Client.

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

TERMS AND CONDITIONS

1. Remote Safe Provider Contract and Equipment.

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

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

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

4. **Verified Funds Service Option.** This Section applies if the “Verified Funds” Service option is selected.

- a. Client shall ensure that: (i) currency in the Equipment is collected by the Remote Safe Provider at the agreed upon times (but no less than once per week); and (ii) the Remote Safe Provider delivers that currency to the Cash Vault Facilities.
- b. Following receipt of currency at the Cash Vault Facility, M&T will verify, or have the Remote Safe Provider verify, the amount of currency delivered. M&T will be deemed to have used due care if, upon opening each deposit bag delivered to the Cash Vault Facility, M&T, or the Remote Safe Provider, uses its standard procedures to verify the amount

- h. Any Discrepancy identified in the verification process may be corrected by M&T. Client authorizes M&T to debit or credit its Account for any Discrepancy amount. Client may request to have M&T provide adjustment advices by mail, email, or for Discrepancies of \$100.00 or more, by telephone, to the contact designated by Client, generally within one Business Day after Deposit verification (or later if the Discrepancy is identified at a later time). Client may request a copy of all supporting documentation available for a Discrepancy by contacting M&T's Remote Safe Deposit Customer Service within 90 days of the Deposit.

6.

CLIENT RESOLUTION FOR TREASURY MANAGEMENT SERVICES

Client agrees that:

1. Each existing authorized officer reflected in the records of People's United Bank, N.A. or the People's United division of M&T Bank as authorized officers as

CONDITIONS FOR SYSTEM ADMINISTRATORS (GLOBAL ADMINISTRATORS) DESIGNATION

Any current Administrators reflected in the records of People's United Bank, N.A. or the People's United division of M&T Bank as of the conversion date will be designated as "System Administrators" (Global Administrators) with respect to treasury management services under the Master Agreement and Product Terms and Conditions and will retain a similar scope of authorities. Please note: "Primary Users" on eTreasury+ will be designated as "Global Administrators" on Treasury Center.

M&T allows for two different system administration options as described below. Your current system administration selection reflected in the records of People's United Bank, N.A. or the People's United division of M&T Bank will determine your initial administration settings at M&T on and after the conversion date.

Option 1: Single System Administration

A single System (Global) Administrator will have the authority to initiate and approve any administrative task unilaterally without the involvement of any other party. The individual will be able to act alone to create and modify other system users, to appoint another individual to serve as a System Administrator, to authorize that new user or System Administrator to act alone, and to handle assigning permissions and to manage all other administrative functions.

- *Escrow Online Only: Your System (Global) Administrators appointed (or already appointed) at the time Client begins utilizing Escrow Online will also serve as your initial Customer Administrators for Escrow Online.*

Option 2: Dual System Administration

Dual System Administration requires a minimum of two (2) System (Global) Administrators so that one System Administrator can initiate an administrative task and a second System Administrator can approve such task for your online tools (including Treasury Center or equivalent platforms). Any of your designated System Administrators will have authority to initiate and/or approve any administrative task but will not have authority to act alone to do both for a particular task.

Special Rules:

- ACH Monitor Services (Control Total Reporting, Debit Filter and ACH Monitor Payment and File History Service) and Escrow Online - For the ACH Monitor and Escrow Online Services, any System Administrator will have the authority to act alone in performing administrative tasks within the specific applications, regardless of whether Client has elected to segregate duties and require dual administration for other purposes.
- *Escrow Online Only: Your System (Global) Administrators appointed (or already appointed) at the time Client begins utilizing Escrow Online will also serve as your initial Customer Administrators for Escrow Online.*
- Treasury Center – For security purposes, any Treasury Center System Administrator may unilaterally suspend a user's authority and access through Treasury Center regardless of whether Client has elected to segregate duties and require dual administration for other purposes.

Conditions for Wire Security Contacts and Wire Telephone Transmitters Designation

If you utilize Wire Services, any currently listed "Authorized Representatives" reflected in the records of People's United Bank, N.A. or the People's United division of M&T Bank as of the conversion date will be designated as both "Wire Security Contacts" and "Wire Telephone Transmitters" (if needed) with respect to the Funds Transfer (Wire) Service under the Master Agreement and Product Terms and Conditions.

- A Wire Security Contact is an individual who is authorized to serve as a contact and to provide instructions to M&T on Client's behalf with respect to all accounts that Client designates for the funds transfer (wire) service and any matter involving wire payments initiated, received, or reported using one of M&T's wire payment or reporting services. Client's Wire Security Contacts are also authorized to confirm wire instructions. You must have at least one Wire Security Contact if you use any type of wire or book transfer service.
- A Wire Telephone Transmitter is an individual who is authorized to initiate and confirm wire instructions delivered to M&T via the "Telephone to Wire Room" initiation method. A Wire Telephone Transmitter will only be needed if you are setup for the "Telephone to Wire Room" wire initiation method. Your Wire Telephone Transmitters are authorized to deliver wire instructions for all accounts set up for the "Telephone to Wire Room" initiation method.

MULTIPLE CLIENT AUTHORIZATION AGREEMENT

This Multiple Client Authorization Agreement (“**MCA Agreement**”) is effective as of the Conversion Date (which date is listed in the accompanying letter, the

the security contacts, security administrators, authorized signers on the Accounts, and persons serving in other capacities to have such access to the

AND THE CLIENTS SPECIFICALLY WAIVE THE RIGHT TO TRIAL BY JURY IN RESOLVING ANY CLAIM OR COUNTERCLAIM ARISING FROM, OR IN CONNECTION WITH, THIS AGREEMENT AND THE SERVICES HEREIN DESCRIBED.

9. Identification of Clients & Authorizations.

Each Client jointly and severally agrees to the terms of this MCA Agreement and Primary Client represents and warrants that it is authorized to enter into and bind each Additional Client to this MCA Agreement.

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