

TABLE OF CONTENTS

INTRODUCTION	1
GENERAL TERMS AND CONDITIONS.....	1
1 Authority, Representations and Warranties.....	1
2 No Consumer Accounts.....	1
3 Designation of Authorized Agents.....	1
4 Deposit Account Terms and Conditions.....	1
5 Required Deposit Balance.....	1
6 Available Balance.....	1
7 Account Transfer Limits.....	2
8 Services.....	2
9 Effective Dates.....	2
10 Data and Information Supplied by Customer.....	2
11 Update Notice.....	2
12 Business eBanking System Security Procedures.....	2
13 Customer Security Responsibility.....	4
14 Electronic Communications.....	4
15 Hardware and Software.....	4
16 Internet Disclaimer.....	5
17 Service Limits.....	5
18 Financial Information and Audit.....	5
19 Notices, Changes, and Amendments.....	5
20 Statements.....	6
21 Checks and Other MICR Documents.....	6
22 Remotely Created Checks.....	7
23 Payment for Services.....	7
24 Security Interest/Right of Set-Off.....	7
25 No Obligation to Lend Money.....	7
26 Stop Payment Orders.....	7
27 Bank Shall Not Examine Items.....	7
28 Confidential Information.....	7
29 Bank Liability.....	7
30 Customer Compliance and Liability.....	8
31 Indemnification.....	8
32 Information Sharing; Transactions with Customer Affiliates.....	9
33 Prohibited Transactions.....	9
34 Relationship of Parties.....	9
35 Reimbursement by Bank.....	9
36 Term and Termination.....	9
37 Warranties.....	9
38 Suspension of Services.....	10
39 Governing Law.....	10
40 Attorneys' Fees.....	10
41 Miscellaneous Provisions.....	10
Exhibit A - Definitions.....	11

AVAILABLE BALANCE, (iv) CUSTOMER CAN INCUR OVERDRAFT CHARGES BY RELYING ON ANY AVAILABLE BALANCE INFORMATION, (v) account balance information provided online by Bank is not intended as a substitute for proper account maintenance, including the recording of Customer's debits in an account register, and (vi) THE AVAILABLE BALANCE FOR ANY ACCOUNT MAINTAINED BY CUSTOMER AT BANK DOES NOT REFLECT OUTSTANDING CHECKS OR DEBIT ITEMS THAT HAVE NOT BEEN PRESENTED FOR PAYMENT. Customer will be solely responsible for any liabilities, damages, costs or fees incurred by Bank with respect to any actions or omissions of Customer related to Customer's available balance, along with any overdraft fees in effect from time to time. All transfers are subject to a sufficient Available Balance in Customer's Account at the time of the transfer and may be limited by controls used by Bank to manage the risk associated with such transactions.

7. Account Transfer Limits. Transfers out of Customer's non-transaction Accounts, including money market deposit accounts ("MMDAs"), are limited to not more than six (6) withdrawals per calendar month or statement cycle of at least four weeks for the purpose of transferring funds to another of Customer's accounts (whether or not linked to a Service), making third party payments by means of preauthorized, automatic, or telephonic transfers, or transfers or withdrawals made by check, debit card, or other similar order made by Customer and payable to third parties. These limits are imposed by federal law. If the limits are exceeded, Bank reserves the right to charge a fee, close the Account, or reclassify the Account as a checking account which may reduce or eliminate the payment of interest on Available Balances.

8. Services. Upon Customer's execution of the Master Authorization Form for this Agreement, one or more DOS Forms, and any applicable Addenda, Schedules, Forms, and Exhibits, Bank will perform the Services selected by Customer in accordance with the Service terms and conditions contained herein and the DOS Form governing the selected Service. Any instructions provided by Customer to Bank, which may be communicated within the terms and conditions of the Service, by online screen instructions, Schedules, Forms, Exhibits, or other forms of written notice permitted by this Agreement, are made a part hereof. Some of the Services require Customer to complete and provide to Bank information or documentation in, or as part of, Exhibits, Schedules, Addenda, set-up forms, input forms or other documents required in connection with these Services. Customer's use or continued use of each of such Services will be conditioned on and subject to Customer entering into, or completing and providing to Bank, the foregoing when Bank so requests. Use of a Service under an existing agreement for such treasury management service will constitute affirmation that Customer agrees to and is bound by the terms and conditions of this Agreement and the applicable Service terms and conditions and not the existing agreement. Certain Services included in this Agreement may not be available or may not be provided in certain market areas.

9. Effective Dates. The effective date of this Agreement will be the date upon which the Master Authorization Form is executed by Customer and accepted by Bank. Once Customer has signed the Master Authorization Form, Customer may request Bank to provide Services which are provided for in this Agreement. Customer may begin to use any such Service once Bank has approved such use and has received all required, properly executed forms. Bank will have no obligation to deliver or render the Service(s) until Bank has approved such use and received all required, properly executed forms. The effective date of the terms of a Service contemplated in Part II of this Agreement will be the date upon which Bank approves Customer's use of the Service or the date on which Customer uses the Service, whichever comes first.

10. Data and Information Supplied by Customer. Customer will transmit or deliver data and other information in the format and on the media as provided for in the Addendum for that Service or as otherwise required by Bank in conjunction with rendering the Service(s) selected by Customer. Customer will have the sole responsibility of ensuring the accuracy and correctness of the data transmitted. Customer acknowledges and agrees that Bank will not examine the data for correctness, and Bank will not have any responsibility for detecting errors in the data transmitted by Customer. The data transmitted by Customer must be legible, correct, and complete. Bank will not process, and Bank will not be liable to Customer for failure to process, the data if it is not in the format specified by Bank, if the data is incomplete, or if Customer has not complied with applicable System Security Procedures and Customer Security Responsibilities. Bank will not be liable for errors or omissions caused by data that is rejected as the result of Customer's failure to provide the data in accordance with the standards specified in the Service terms and conditions and the instructions. Customer will deliver or transmit all data or information to Bank by the deadline(s) specified in the applicable Service Addendum, the DOS Form and any Exhibits to either. Bank will have no obligation to process data or perform the Service if the data is not received by Bank by the specified deadline.

11. Update Notice. Customer will provide written notice to Bank of any changes to the information previously provided by Customer to Bank, including, but not limited to, any additional locations, any change in business, any new business, the identity of principals or owners, the form of business organization, type of goods and services provided and method of conducting sales. Such notice must be received by Bank within five Business Days of the change. Customer will provide any additional information requested by Bank within five days of such request.

12. Business eBanking System Security Procedures.

(a) **Security.** Bank requires the use of various procedures for the purpose of accessing and using Services available through the System. Bank's System Security Procedures fall into three categories: (1) those that are mandatory without exception; (2) those that are required by default but may be rejected by Customer following Customer's signature of an agreement to be bound by any transaction, whether or not authorized, in its name, and accepted by Bank in compliance with the security procedure(s) chosen by Customer and accepted by Bank; and (3) those that are optional.

The term "Administrator" refers to the Person Customer designates to establish and control access to the System and Services accessible thereunder by Users, as defined below. Customer understands and acknowledges that the Administrator is an essential component of Company's security with respect to the System and Services, and as such, is considered a mandatory System Security Procedure. Bank may contact Administrator to verify a User's use of certain Services, including but not limited to Wire Transfers in excess of a Verification Floor as described in Bank's Wire Transfer Service and the resolution of errors and exceptions.

CUSTOMER UNDERSTANDS THAT THE ADMINISTRATOR HAS THE CAPABILITY OF PROVIDING ADMINISTRATIVE PRIVILEGES IDENTICAL TO THAT OF THE ADMINISTRATOR TO ANY USER (REAL OR FICTIONAL), INCLUDING THE ABILITY TO CREATE AND MAINTAIN SUBSEQUENT USER ACCOUNTS AND ASSIGNING AND REVOKING ACCESS PRIVILEGES. CUSTOMER ACKNOWLEDGES THAT ANY ADMINISTRATOR WILL HAVE THE ABILITY TO CONTROL SECURITY LEVELS SUCH AS SERVICE ACCESS AND SERVICE TRANSACTION LIMITS, INCLUDING BUT NOT LIMITED TO, THE ABILITY TO ASSIGN DOLLAR AMOUNT LIMITS TO TRANSFERS OF FUNDS. A USER, IF SO DESIGNATED BY THE ADMINISTRATOR, MAY ALSO CREATE ADDITIONAL USERS.

Customer agrees that the Administrator or any User designated to act as such will also have the authority on behalf of Customer to accept and approve any and all Forms, Schedules, Exhibits, and any other documents that may be submitted through or are associated with the System. The Administrator and any User assigned to a Service within the System may execute and/or approve any transaction or request that is not otherwise prohibited by Customer's designated limits of authority for that User.

obligation to obtain and maintain secure access to the Internet. Customer understands and agrees it may also incur, and will pay, any and all expenses related to the use of the Services, including, but not limited to, telephone service or Internet service charges. Customer is solely responsible for the payment of any and all costs and expenses associated with meeting and maintaining all technical requirements and additional items necessary for the proper use of the Services. Customer understands and agrees that it is solely responsible for the operation, maintenance and updating of all equipment, software and services used in connection with the Services and the cost thereof, and Customer hereby agrees that it will perform, or cause to be performed, all vendor recommended maintenance, repairs, upgrades and replacements, and such performance will be rendered by properly trained personnel, whether they are employees of Customer or third party employees. Bank is not responsible for any errors or failures resulting from defects in or malfunctions of Customer's computer hardware or software. In addition to installing antivirus software, Customer hereby agrees to scan its computer hardware and software on a regular basis (one or more times per month) using a reliable computer virus detection product in order to detect and remove computer viruses. In connection with its use of the Services, Customer will only use the hardware with systems in compliance with the requirements set forth by Bank.

(b) **Service Software.** All right, title and interest in and to (i) any and all computer programs, including, but not limited to, the object and source codes therefore, and any and all updates, upgrades, fixes and enhancements thereto, together with any and all documentation, user guides and instructions pertaining thereto (everything in this clause (i), collectively, "Software"), and (ii) any and all users guides, instructions and other documentation provided to, or used by, Customer in connection with the Services (everything in this clause (ii) collectively, the "Documentation") will be, and remain, the property of Bank or any third party Software provider, as applicable. Unless otherwise expressly authorized, Customer may not (x) copy, reproduce, transmit, retransmit, disseminate, display, publish, sell, broadcast, circulate, distribute, transfer, assign, commercially exploit, reverse engineer, reverse compile or create derivative works of, the Software in any form or (y) copy, reproduce, transmit, retransmit, disseminate, display, publish, sell, broadcast, circulate, distribute, transfer, assign, or commercially exploit the Documentation.

(c) **Intellectual Property.** Customer agrees not to: (i) put to issue the scope, validity, or ownership of Bank's (or its licensors') intellectual property rights in any proprietary data or service, (ii) perform any act which could reasonably be expected to impair the scope, validity, or ownership of such intellectual property rights, (iii) assert any ownership rights to any Software, Documentation or Service, or (iv) remove or alter any copyright, trademark, or other intellectual property or proprietary right notices, legends, symbols, or labels appearing on or in any Software, Documentation, or Service.

(d) **Infringement Claims.** Customer agrees to: (i) cooperate with Bank and its licensors to protect the Software, Documentation, and Services, including in connection with any lawsuits or disputes involving the Software, Documentation and Services, (ii) promptly notify Bank and provide relevant information and facts upon becoming aware of any actual or potential claim made by a third party regarding infringement, misappropriation, imitation, illegal use or misuse, or reasonable likelihood thereof, by the Software, Documentation, or Service, and (iii) in the event of any actual or potential infringement, misappropriation, imitation, illegal use or misuse, or reasonable likelihood thereof of the Software, Documentation, or Service by others: (x) grant to Bank and its licensors the sole right to determine the course of action with respect to such infringement and to bring any proceeding with respect thereto, and to settle, and collect any settlement amount or judgment for any such proceeding, and (y) agree that such licensors will be solely entitled to any proceeds of any such proceeding, including, but not limited to, any settlement proceeds, insurance proceeds, arbitration award, judgment, or other consideration in any form.

(e) **Assignment.** Customer hereby assigns to Bank or its licensors, as directed by Bank, any rights, including any patent, copyright, trademarks, and trade secrets, which it may now have or may acquire at any time in the future to any Software, Documentation, or Service.

16. Internet Disclaimer. For any Service described herein using the Internet, Bank does not and cannot control the flow of data to or from Bank's network and other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. Actions or inactions of such third parties can impair or disrupt Customer's connections to the Internet (or portions thereof). Bank cannot guarantee that such events will not occur. Accordingly, Bank disclaims any and all liability resulting from or related to such events and in no event will Bank be liable for any damages (whether in contract or in tort) that are attributable to the public Internet infrastructure, Customer's ability to connect to the Internet, or Bank's ability to connect to the Internet on Customer's behalf.

17. Service Limits. Customer agrees that Bank may establish limits or restrictions on Services provided in this Agreement and that Bank may establish and amend those limits. The limits or restrictions may apply to transaction amounts, types of accounts that are eligible for the Service, the frequency of the transactions or any other limits or restrictions that Bank deems necessary. Customer agrees to abide by and honor the limits or restrictions established by Bank. Customer also agrees that Bank will have no liability to Customer for refusal to process any transaction or to act on any request by Customer that exceeds any limit or restriction. Bank will have the right in its sole discretion to change any limit established by Bank. Customer and Bank may from time to time and in Bank's sole discretion, agree to temporary increases for ACH, Remote Deposit Capture or Wire Transfer Services, but such approvals will not constitute a waiver and will not be construed as a promise or guarantee that temporary increases will be granted in the future.

18. Financial Information and Audit. Bank may from time to time request information from Customer in order to evaluate the initiation or continuation of a Service or adjustment of any limits set by this Agreement. Customer agrees to provide the requested financial information immediately upon request by Bank, in the form required by Bank. Customer authorizes Bank to investigate or reinvestigate at any time any information provided by Customer in connection with this Agreement and the Services. Customer agrees to submit to reasonable background checks and provide any other information to Bank that is applicable to any Service and that is necessary for Bank to comply with applicable laws and regulations and Bank's internal policies and procedures. Bank may, in its discretion, upon providing reasonable advance notice to Customer, conduct an off-site or on-site review of Customer's operations to ensure compliance with the provisions of any Service. Such review may include but is not limited to a review of the physical area in which Customer creates Check Images, Customer's security procedures, Customer's storage and destruction of Original Checks and Customer's business activities. Without limiting the foregoing, Customer agrees to provide Bank with all information that the Bank Secrecy Act and any other applicable law or regulation that Bank, in its sole discretion, believes it should obtain. If Customer fails to provide Bank with all the information required by law and the provisions of this paragraph, Customer agrees that Bank is not obligated to provide any Service and will not incur any liability for such action or omission. Customer will cooperate fully in providing any information or fulfilling any requests of Bank pursuant to the Services.

19. Notices, Changes, and Amendments.

(a) **Notices and Changes.** Notices and communications from Bank to Customer regarding any Service or any change to this Agreement may be oral, in written form sent via courier, postage prepaid by first class mail, or hand-delivered, or may be delivered electronically, by facsimile or e-mail, or via the Website. Bank's Notice to any Agent, signer on any Account, Administrator, Customer Authorized Representative, or User is notice to Customer. Bank may amend this Agreement by replacing it in its entirety with a new agreement. Unless applicable law provides otherwise, Bank may at any time, with or without notice, amend Bank's fees (sometimes referred to as the "Fee Schedule"). If Bank so elects, fee changes may be implemented concurrently with the requested changes or modifications. Customer will be

deemed to have received electronic notices one (1) day after Bank posts them at the Website or transmits them, or notice of the availability thereof at the Website, to Customer's e-mail address, or three (3) days after deposit in the U.S. Mail, as applicable, whether or not Customer has retrieved them by that time. Customer agrees to frequently and regularly retrieve e-mail and review posted messages and information at the Website. Bank reserves the right at any time, in its discretion, to mail to Customer's address that appears in Bank's records, or otherwise transmit to Customer pursuant to any other method to which Customer has agreed in connection with Customer's account(s) with Bank, paper copies of any information, disclosures or notices relating to the Services in lieu of or in addition to electronic versions. Customer may choose to accept or decline changes by continuing or discontinuing the Services to which these changes relate. Customer's use of any Service after any change is delivered in any of the ways detailed above constitutes acceptance of the change in this Agreement. Customer agrees to notify Bank of any changes to its mailing or e-mail address. If Customer does not notify Bank, Customer will hold Bank harmless from any consequences, including financial loss, resulting from Customer's failure to notify Bank of the change in Customer's mailing or e-mail address. Bank may change, add, or delete any procedures established pursuant to this Agreement, from time to time. Such changes will automatically become effective immediately. If Customer rejects any such change in writing, then the affected Service will automatically terminate.

(b) E-Mail Notice. Customer agrees not to send account information, transaction information, or other confidential information via unsecured or unencrypted e-mail. If Customer e-mails Bank or asks Bank to reply via e-mail, Customer agrees to hold Bank harmless from any consequences, including financial loss, resulting from any unauthorized use or disclosure of Customer's information resulting from e-mail. If Customer sends Bank an e-mail, it will be deemed to have been received on the following Business Day. Bank will have reasonable time to act on any e-mail. Bank is not required to act on any e-mail received, and Bank is not responsible for misdirected or lost e-mails.

(c) How to Contact Bank. Any communication regarding the Services, including the reporting of lost/stolen/compromised Credentials or an unauthorized transaction, should be made to the address and/or phone numbers shown below. Because time is of the essence when responding to lost/stolen/compromised Credentials or an unauthorized transaction, Customer must contact Bank via phone immediately to report such an event.

Bank's contact instructions may be changed upon notice to Customer in writing. Bank will endeavor to provide notice to Customer at least thirty (30) days in advance of any change but reserves the right to make changes on shorter notice when necessary.

United Bank
United Bank Treasury Management
14048 Parkeast Circle, Suite 100
Chantilly, VA 20151
800.615.0112
treasurymanagement@bankwithunited.com

(d) Changes by Customer. Any change to a Service, including its addition or deletion, must be made via a DOS Form signed by an Agent and accompanied by any Addendum, Schedules, Forms, and/or Exhibits as may be reasonably required by Bank and will not be effective until such time as it is received and accepted by Bank and Bank has had a reasonable opportunity to act on it. Any other modification or amendments by Customer to this Agreement will be in writing and signed by Customer and will be effective when expressly accepted by Bank.

(e) Amendment Caused by Changes to Law. In the event performance of any Service provided herein in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulations or government policy to which Bank is subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement will be deemed amended to the extent necessary to comply with such statute, regulation or policy, and Bank will incur no liability to Customer as a result of such violation or amendment.

(f) Course of Dealings. Any practices or course of dealings between Bank and Customer, or any procedures or operational alternatives used by them, will not constitute a modification of this Agreement, nor will they be construed as an amendment to this Agreement.

20. Statements. All transactions which result in a debit or credit to the Account initiated by Customer using the Services will be reflected on Customer's regular account statements electronically delivered or made available to Customer, or mailed to Customer at the address in Bank's records. Customer will notify Bank, within thirty (30) days after account statements are made available to Customer, of any discrepancies between the account statements and Customer's records of transactions initiated through the Services. Failure of Customer (i) to notify Bank within said time period of any such discrepancies, or (ii) to notify Bank of Customer's non-receipt of Customer's regular account statements within a reasonable time not to exceed sixty (60) days from the date of the statement, will preclude Customer from asserting any claims for damages or other liabilities against Bank by reason of such discrepancies. Should Customer timely notify Bank of a discrepancy, compensation, if any, for the loss of interest or use of funds due Customer as a result of a Bank's error or Bank's failure to execute a transfer order on the date received (if such order was received prior to Bank's deadline and was submitted to Bank's satisfaction within the System Security Procedures and Customer Security Responsibilities) and when such execution or error was within Bank's control, will be for a period not exceeding the lesser of thirty (30) days or the period between the date of the order and the date of actual transfer or error correction, and will be either of the following forms at the option of Bank: (a) adjust Customer's account balance(s) at Bank to properly reflect the average balances that would have occurred; or (b) reimburse Customer an amount equal to interest at a rate not exceeding the four (4) week average of the 91-day United States Treasury Bill Rate computed on a daily basis for the period and amount involved. In any event, Bank will not be liable for payment of damages arising out of, or in connection with, any Entry, payment order, wire transfer, or any other transfer after one year from the date of such transfer.

21. Checks and Other MICR Documents. Checks and other MICR documents must meet the standards and specifications selected by Bank which shall be based on national standards promulgated by Accredited Standards Committee X9 ("ASC X9"). Should Customer select its own vendor for checks or other MICR documents, Customer may be required to submit sample documents to Bank for testing before the Service is rendered. If Customer encodes the amount or other information on checks, deposits or other items in magnetic ink, Customer warrants that the information encoded is accurate and correct. In the event that the information is not encoded correctly, Bank will have no liability for any loss, claim, action, or expenses, including reasonable attorneys' fees, arising out of such error. Without regard to the method by which MICR documents were created or the source of the supplied used, the reject rate of the MICR items will not exceed the rate established by Bank. If the reject rate of Customer's MICR documents exceeds Bank's established reject rate, Customer agrees that Bank may, at its option, introduce an additional cost for processing or discontinue rendering the affected Service.

ANY MINIMUM TRANSMISSION SPEED IS GUARANTEED AT ANY TIME. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT TRANSMISSIONS OVER THE INTERNET MAY NOT BE SECURE. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT ANY MATERIAL AND/OR DATA UPLOADED, DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SYSTEM IS DONE AT CUSTOMER'S OWN DISCRETION AND RISK AND THAT CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER'S EQUIPMENT OR COMPUTER MACHINES OR LOSS OF DATA THAT RESULTS FROM THE UPLOADING, DOWNLOADING OR OTHER TRANSMISSION OF SUCH MATERIALS AND/OR DATA. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT BANK'S THIRD PARTY SERVICE PROVIDERS DO NOT MAKE ANY WARRANTIES TO CUSTOMER UNDER THIS AGREEMENT, AND BANK DOES NOT MAKE ANY WARRANTIES ON BEHALF OF SUCH SERVICE PROVIDERS UNDER THIS AGREEMENT, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SYSTEM INTEGRATION, DATA ACCURACY OR QUIET ENJOYMENT.

38. Suspension of Services. Without liability to any party, and without limiting any other right or remedy available to Bank, Bank will be entitled to cease or suspend any Service, in whole or in part, in Bank's sole discretion and with or without notice to Customer.

39. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to conflicts of laws principles that would require the application of other law, and Customer irrevocably consents and submits to the personal jurisdiction of the state or federal courts located in the Commonwealth of Virginia. EACH PARTY HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM BETWEEN THEM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

40. Attorneys' Fees. In the event of any conflict pertaining to the subject matter of this Agreement in addition to any remedies provided in this Agreement or by applicable law, the prevailing party will be entitled to recover all costs and expenses incurred by the prevailing party in defending itself or in enforcing its rights, including but not limited to, court costs, fees of consultants, and reasonable attorneys' fees.

41. Miscellaneous Provisions.

(a) **Headings.** The headings and captions contained herein are included only for convenience of reference and do not define, limit, explain, or modify this Agreement or its interpretation, construction, or meaning.

(b) **Severability.** Should any provision of this Agreement, the DOS Form, or any Addendum hereto including any Schedules, Forms, or Exhibits, contravene or conflict with any applicable present or future law or regulation of any regulatory agency, or should any provision be held invalid or unenforceable by a court or regulatory body of competent jurisdiction, then each such provision will be void. This Agreement will be deemed amended to the extent necessary to comply with such statute, regulation, or policy and all other provisions of this Agreement, or any Addendum hereto, including any Schedules, Forms, or Exhibits, will remain in full force and effect. Bank will not incur any liability to Customer as a result of such violation or amendment.

(c) **Waiver.** No waiver by Bank (whether or not in writing) of any term, condition, or obligation of Customer will bind Bank to waive the same term, condition, or obligation again, nor will any other provision, condition, term, or obligation hereof be affected by such a waiver.

(d) **Binding Effect.** This Agreement will be binding upon and inure to the benefit of Bank and Customer and their respective legal representatives, successors, and assigns. This Agreement is not for the benefit of any other Person, and no other Person will have any right against Customer or Bank under this Agreement.

(e) **Incorporation by Reference.** The Account Agreement, Master Authorization Form, the DOS Form, any Addenda, Schedules, Forms, Exhibits and Appendices thereto, any Bank schedules or forms, and any exhibit to each such document, or on-screen instructions (including the Services) which are referred to herein or, whether delivered or accessed in physical or electronic format, as amended from time to time pursuant to the provisions hereof, will be deemed incorporated herein by reference thereto and will become a part of this Agreement as if fully set forth herein.

(f) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto concerning the subject matter hereof. All contemporaneous agreements or understandings concerning the subject matter hereof, whether oral or written, are merged into this Agreement.

(g) **Transfers and Assignments.** Customer cannot transfer or assign any rights or obligations under this Agreement without Bank's written consent. Bank may assign its rights and delegate its duties under this Agreement to a Person affiliated with Bank or to a third party.

(h) **Records Ownership.** All data storage media, security procedures, data, information and related records used by Bank for transactions contemplated by any Service will be and remain Bank's property. Except to the extent that Bank is required by law to make information available to Customer, Bank may, in its sole discretion, determine whether to make available such information upon Customer's request. Any expenses incurred by Bank in making such information available to Customer will be paid by Customer. Absent manifest error, the records of Bank will be conclusive evidence with respect to the matters governed by this Agreement.

(i) **Recording and use of Communications.** Customer and Bank agree that all telephone conversations or data transmissions between them or their agents made in connection with the Service(s) and this Agreement may be electronically recorded and retained by either party by use of any reasonable means. Bank will not be obligated to make such recordings.

(j) **Construction.** This Agreement is an agreement between parties who are experienced in sophisticated and complex matters similar to the transactions contemplated by this Agreement, is entered into by both parties in reliance upon the economic and legal bargains contained herein, and will be interpreted and construed in a fair and impartial manner, without regard to such factors as the party which prepared the instrument or drafted any provision thereof, the relative bargaining powers of the parties or the domicile of any party

(k) **Use of Trademarks.** Customer may not use Bank's name or trademarks without the express written consent of Bank. If Customer is permitted to use any of Bank's name, trademarks or promotional materials, Customer will not indicate, directly or indirectly, that Bank indorses, or is connected in any way with, any of Customer's goods or services.

(l) Further Assurances. The parties agree to execute and deliver all additional documents and give all further assurances reasonably necessary to carry out the intent of the parties with respect to these Services.

(m) Ownership of Website. The content, information and offers on the Website are copyrighted by Bank or a vendor and the unauthorized use, reproduction, linking or distribution of any portions is strictly prohibited. Customer agrees not to copy, display, distribute, download, license, sub-license, modify, publish, repost, reproduce, reuse, sell, transmit, create a derivative work from or otherwise use for public or commercial purposes, the information and materials on the Website, except as provided in this Agreement, without Bank's express written permission. Unless otherwise noted, all other trademarks, service marks, and logos used on Bank's sites are the trademarks, service marks or logos of Bank, or others as indicated.

EXHIBIT A DEFINITIONS

The following terms as used in this Agreement, will have the following meanings:

"Account" has the meaning set forth in Section 4.

"Account Agreement" has the meaning set forth in Section 4.

"Account Analysis" has the meaning set forth in Section 23.

"ACH" means Automated Clearing House, a secure electronic network for transferring funds between financial institutions.

"Administrator" has the meaning set forth in Section 12(a).

"Agent" means any director, officer, employee, representative, affiliate, third party vendor or any other Person acting on behalf of Customer with actual, implied or apparent authority of Customer. Bank may rely on any grant of authority until it receives written notice of its revocation and is given a reasonable amount of time to act upon such notice.

"ANSI" means the American National Standards Institute.

"Authorized Representative" means the individual(s) designated and identified to Bank on the Master Authorization Form individuals who are authorized to act on behalf of Customer with respect to Treasury Management Services. Customer is responsible for promptly notifying Bank of any changes to its Authorized Representatives.

"Authorized Wire User Profile" means a list, unique to each Wire User, of the Account(s) and associated limits and authorities for that Wire User with respect to issuing, approval, and verification of payment orders. The Authorized Wire User Profile is constructed from information provided via one or more Wire Transfer Authorization Forms. The delegation of authority by Customer's Administrator, as defined in the eBanking Agreement, will be accepted in lieu of an Authorized Wire User Profile for the initiation and/or approval of Payment Orders made through the Business eBanking System only. Such online Wire Users will not be permitted to initiate or approve wire transfer requests orally or via other channels until an Authorized Wire User Profile is created based on the submission of a Wire Transfer Authorization Form.

"Available Balance" means the positive, unrestricted balances in Customer's Account(s) which are available for withdraw by Customer pursuant to Bank's policies, which are then in effect and, if applicable, the provisions and requirements of Regulation CC and the Federal Expedited Funds Availability Act in effect from time to time.

"Bank Parties" the meaning is set forth in Section 29.

"Beneficiary" means the Person who is to receive payment from Customer.

"Beneficiary Bank" means the bank identified in a Payment Order Instruction in which an account of the Beneficiary is to be credited pursuant to the order.

"Business Day" means a day on which Bank is open and conducting substantially all of its normal activity; typically, Monday through Friday, excluding Federal holidays.

"Call Back" means a telephone call from Bank to a User to verify the authenticity of Payment Order or Repetitive Payment Order. Call backs will occur in accordance with Bank's default procedures unless a specific instruction is provided in conjunction with an Authorized User Profile. Bank's default procedures for verification may change from time to time without prior notice to Customer.

"Check" means a draft bearing the signature of the account holder that is payable on demand, drawn on or payable for or at an office of a United States Financial Institution, whether negotiable or not, and payable and endorsed to Customer, and includes Original Checks or Substitute Checks. The term does not include non-cash items or items payable in a medium other than United States Currency.

"Credentials" has the meaning set forth in Section 12(a).

"Credit Entries" are ACH transactions that deposit funds to an Account and have the meaning provided in the NACHA Rules.

"Debit Entries" are ACH transactions that withdraw funds from an Account and have the meaning provided in the NACHA Rules.

"DOS Form" means the Designation of Service form in conjunction with this Agreement, including any exhibits, forms or schedules attached thereto or referenced therein.

"Draw-Down Request" means a request by one bank (Bank A), acting on behalf of Bank A's customer, that another bank (Bank B) transfer funds from an account at Bank B to Bank A for credit to the account of Bank A's customer.

"Eastern Time" refers to the time prevailing in the Eastern Time Zone of the United States.

