FIFTH THIRD

38 Fountain Square Plaza
Cincinnati, Ohio 45263

# Master Treasury Management Agreement

This Master Treasury Management Agreement ("*Agreement*") is entered into by and between the undersigned "*Customer*" and Fifth Third Bank, N.A. ("*Bank*") and is effective as of the date executed by Bank as indicated on the Signature Page to this Agreement (the "*Effective Date*"). Unless otherwise defined herein, capitalized terms shall have the meaning provided in Section 27 of this Agreement below.

*September 2026*

## SECTION 1. BANK SERVICES

***Section 1.1. Service Terms.*** Customer desires to obtain and Bank agrees to provide the Services as set forth in this Agreement and more specifically described in the applicable Service Terms. The Commercial Account Rules apply to the use of an Account in connection with a Service, and together with this Agreement, govern the Services. In the event of a direct conflict between the Service Terms and this Agreement, the Service Terms will control. If there is a conflict between this Agreement and the Commercial Account Rules, the provisions of this Agreement prevail to the extent necessary to resolve the conflict. Any reference to this Agreement shall be deemed to include the applicable Service Terms, any Related Agreements, the Implementation Materials, and all Channel Documentation.

***Section 1.2. Customer Use.*** Customer may request a Service by any means Bank permits, provided that such Service will not be available unless and until Bank approves and enables the Service for Customer. By using the Service, Customer acknowledges and agrees it has received a copy of the Service Terms for that Service, the Service Terms apply to Customer's use of the Service, and the Service Terms are incorporated into, and made a part of, this Agreement. Neither party is bound by or subject to the Service Terms for any Service Customer does not use. Bank provides the Services for the sole and exclusive benefit of Customer, and if Bank approves in writing, Customer's Affiliates.

***Section 1.3. Accounts.*** Customer shall at all times have and maintain with Bank one or more Accounts for use in connection with a Service and maintain in such Account sufficient Available Funds to pay for Customer's use of, and transactions in, such Accounts, including Fees and other expenses payable to Bank.

***Section 1.4. Use of Third Parties.*** (a) Any Vendor used by Customer is Customer's agent and not Bank's, and Customer shall be responsible for the actions of its Vendors to the same extent as if performed by Customer. Customer is liable and solely responsible for: (i) any Vendor's use of the Services or failure to comply with Applicable Law or this Agreement, including any Security Procedures or operating requirements relating to the Services; and (ii) all fees, costs and expenses owed to each Vendor for its services. Customer authorizes Bank to share information related to Customer and its Accounts and Services with Customer's Vendors in connection with the provision of the Services and as otherwise directed by Customer.

(b) Customer acknowledges and agrees that Bank may arrange for certain or all aspects of the Services, including software and processing, to be performed or provided by a Processor and that Customer shall have no rights or remedies and agrees not to bring a claim or cause of action against any such Processor for the Services, but only against Bank. Bank's Processors are obligated to comply with the terms of this Agreement; provided, that, Bank is solely liable and responsible for the aspects of the Service provided by its Processors to the same extent as if Bank has performed or failed to perform the Service. Customer agrees that Bank may share information related to Customer and its Accounts and use of the Services with Bank's Processors and affiliates in connection with the provision of the Services to Customer.

## SECTION 2. ACCESS CHANNELS

***Section 2.1. Description.*** Fifth Third Direct, Mobile Apps, Direct Connection, and any other Internet websites, applications or portals made available by Bank for customers to access the Services and Accounts and send and receive information, Payment Orders and other Instructions are *"Access Channels."* The Access Channels are also deemed *"Services"* under this Agreement. Customer agrees to comply with the requirements of the Channel Documentation for any Access Channel that Customer uses. Bank reserves the right to add Access Channels, enhance the functionality and features of the Access Channels and extend the application of any Access Channel to other Services at any time without notice. Information provided through the Access Channels about an Account is provided "as is," changes frequently and is subject to updating, verification and correction. Information Customer obtains through an Access Channel is not the official record of the Account or any transaction unless otherwise specified. Bank assumes no responsibility for Customer's reliance on any Account or Service information that is subsequently updated, verified or corrected.

***Section 2.2. Intellectual Property.*** Bank and its Processors or other third parties involved in providing the Access Channels (if any) own and exclusively retain any and all patent, trademark, copyright or trade secret rights (collectively referred to as *"Intellectual Property Rights"*) and any related rights associated with the Access Channels and the software, design, functionality, processes, procedures, systems, know-how, inventions, sales materials, technical materials, Channel Documentation and other materials provided in connection with the Access Channels as well as the content and other works of authorship provided, displayed or published in connection with the Access Channels. Customer further acknowledges and agrees that Bank or its Processors or such other third parties, as the case may be, shall exclusively own all Intellectual Property Rights in and to any and all improvements, enhancements, derivative works, modifications, or developments made to or resulting from any of the foregoing, including those developed, worked on, learned, or conceived by Bank or its Processors in connection with providing the Access Channels to Customer, and Customer assigns any such rights to Bank or its designee. Customer's sole right is to use the Access Channels as provided in this Agreement.

***Section 2.3. Availability.*** While Bank will use commercially reasonable efforts to make the Access Channels available at all times, one or more of the Access Channels may be temporarily unavailable for a variety of reasons, such as routine or unscheduled maintenance or upgrades, or the occurrence of unauthorized activity or other events or circumstances beyond Bank's control including economic and political events, periods of high volume, system attacks, and Bank's response to such events or circumstances. Customer agrees that Bank shall not be liable if an Access Channel is not available for use at any time.

***Section 2.4. Third Party Software and Linked Sites.*** The Access Channels may provide the opportunity to use or access software or services that are not part of the Services (*"Third-Party Software"*) and links to the websites of third parties (*"Linked Sites"*) offered by a third party other than a Processor (*"Third-Party Provider"*). Use of Third-Party Software and Linked Sites through links or otherwise is solely at Customer's election, risk and expense. Customer is responsible for obtaining and complying with the Third-Party Provider's license or terms of use. Except where Bank explicitly provides otherwise in this Agreement or a Related Agreement, Bank does not endorse or assume any responsibility for any such Third-Party Software, Linked Site or for any service provided by or other obligation of the Third-Party Provider to Customer. Customer agrees that the Third-Party Provider (and not Bank) is solely liable and responsible to Customer for any content, services, any problems or claims with respect to the Third-Party Software or Linked Site including any security or data breach.

***Section 2.5. Mobile Apps.*** Bank may offer applications that Customer and its Users can download to access certain Services through the use of a supported electronic wireless device, such as a smartphone or tablet device (*"Mobile Apps"*). A Mobile App is an Access Channel. The Commercial Mobile App is available to Users that have been granted User Rights, some of which may only be enabled in the set-up and implementation process. Customer agrees that, where required, the acceptance by Users of software and terms of use associated with the acquisition of a Mobile App is authorized by Customer, and shall be binding upon Customer and each User. In addition to any fees disclosed by Bank to Customer for use of the underlying Services accessed through Mobile Apps, Customer and any User may incur charges from their telecommunications carriers for use of the Mobile App. Bank is not responsible for any such charges that Customer or its Users may incur. The use of Mobile Apps presents unique risks in addition to those associated with the use of the Internet generally. Those risks include the potential loss or compromise of a mobile device with a Mobile App and increased exposure to potential unauthorized access to communications and to malware and similar invasive software. Customer assumes all risks arising from the use of Mobile Apps by its Users and accepts responsibility for managing the use and security of its Users' mobile devices to combat these and other risks associated with mobile banking.

***Section 2.6. Direct Connection.*** Customer may be permitted to establish a secure electronic connection between Bank (including its Processors) and Customer (including its Vendors) for the submission and receipt of Payment Orders and other Instructions and information for certain Services (a *"Direct Connection"*). A Direct Connection is an Access Channel. Examples of a Direct Connection include an application programming interface (*"API"*) and Secure File Transfer Protocol (*"SFTP"*). Customer and Bank will agree upon the protocols for a Direct Connection during the implementation process. Bank has no obligation to permit Customer's use of a Direct Connection or accept any Instructions or provide any information using a Direct Connection until it has been tested and approved by Bank in its sole discretion. For all Instructions sent to Bank using a Direct Connection, Customer is expected to have appropriate security and controls in place at all locations and in all systems that Customer will use to access the Direct Connection, including the Customer Systems. It is the sole responsibility of Customer, not Bank, to authenticate each individual submitting Instructions using a Direct Connection and ensure that only Authorized Agents or Users for the applicable Service are given access to originate Instructions to Bank using a Direct Connection.

***Section 2.7. Limited Use.*** Bank grants Customer, for Customer's internal business purposes solely in connection with a Service, a non-exclusive, non-transferable, limited and revocable right to use and access the Access Channels in accordance with the terms of this Agreement. Customer agrees to use the Access Channels only in connection with the Services for legitimate business purposes and only in compliance with Applicable Law and the terms of any license made available to Customer through the Access Channels. Bank provides the Access Channels for the sole and exclusive benefit of Customer and Customer's Affiliates who become a party to this Agreement. Customer agrees not to access, or allow Users to access, an Access Channel from any country where such use or access is prohibited by United States sanctions regulations, Applicable Law or local law. If access to any software is provided through the Access Channels, Customer agrees not to download the software outside the United States.

***Section 2.8. Restrictions.*** Customer agrees that it will not, and will not allow its Authorized Agents, Users, employees, contractors, agents or Vendors to, directly or indirectly: (a) decompile, reverse engineer, disassemble or otherwise attempt to derive source code or trade secrets relating to the Access Channels; (b) copy (except in the case of normal backups and archival copies), reproduce, or incorporate any portion of the Access Channels, or seek to circumvent any restrictions or measures controlling access to the Access Channels; (c) license, lease, encumber, distribute, resell, or otherwise transfer, co-brand, frame, or link any portion of the Access Channels; (d) adapt, modify, transform or create derivative works of, any aspect of the Access Channels (including the removal or alteration of any copyright, trademark or proprietary rights notice); or (e) exceed volume restrictions established by Bank or otherwise fail to comply with the Implementation Materials. If Customer violates any of the foregoing terms, Bank or its Processor shall own all right, title and interest relating to any and all inventions, works of authorship, designs, know-how, ideas and information made or conceived or reduced to practice, in whole or in part, using any Access Channel.

## SECTION 3. CUSTOMER INFORMATION

***Section 3.1. Service Information; Implementation.*** Customer agrees to provide all information that Bank reasonably requires in order to set up and provide the Services to Customer, including, but not limited to, completing the Implementation Materials. Customer (a) represents and warrants that all information provided or to be provided to Bank by Customer's representatives on the Implementation Materials or otherwise in connection with the Services is true and correct, and (b) agrees to provide any additional information that Bank may reasonably require to begin, or continue providing, the Services. Any changes made by Customer to the information provided to Bank must be made in writing and will be effective after Bank has had a reasonable opportunity to act on the changed information. Any addition, deletion or change to any Services or Service Terms requested by Customer (each, a "*Change Request*") is subject to Bank's approval and must be submitted with information required by, and in a form acceptable to, Bank. No Change Request will become operative or effective until Bank has had an opportunity to review and respond to such Change Request, which the Bank agrees to do within a reasonable period of time.

***Section 3.2. Customer Personnel.*** Bank is entitled to rely upon the accuracy and authenticity of all Instructions, information and authorizations received from an officer or authorized employee or representative of Customer (an "*Authorized Agent*") and those purporting to be from an Authorized Agent. Customer agrees to notify Bank immediately of any change in the status of an Authorized Agent. Customer acknowledges that Bank may require a reasonable time period to implement any such change. Customer agrees that Bank may refuse to comply with requests from any individual until Bank receives documentation reasonably satisfactory to Bank confirming the individual's authority.

## SECTION 4. FEES AND TAXES

Customer agrees to pay Bank the fees and charges for Services as disclosed to Customer, including in any fee schedule, along with fees and charges for any requested or required special service or handling (collectively, the "*Fees*"), as they may be changed by Bank from time to time without amending this Agreement. Bank will provide advance notice to client prior to the effective date of fee changes. Customer is responsible for all taxes attributable to its use of the Services or this Agreement (excluding taxes based on Bank employees, property or net income). Unless other arrangements are made for payment of the Fees, Bank will automatically debit an Account in the amount of such Fees when due. If other arrangements for payment are made, but client then is delinquent in payment, Bank reserves right to revert to debiting an Account for any outstanding fees owed and possible future fees owed.

## SECTION 5. INSTRUCTIONS

Each Instruction that is sent to Bank electronically in accordance with this Agreement including the applicable Service Terms shall be considered to be an original writing and to have been signed by an Authorized Agent. Customer is solely responsible for the accuracy and completeness of each Instruction or communication sent to Bank. Any Instruction or other communication Customer sends to Bank will not be effective until Bank actually receives it and has had a reasonable opportunity to act upon it.

## SECTION 6. BANK REPRESENTATIONS AND WARRANTIES

Bank represents and warrants to Customer that: (a) Bank is duly organized, validly existing, and in good standing in the jurisdiction in which Bank is organized; (b) the execution, delivery and performance by Bank of this Agreement has been authorized by all necessary corporate and governmental action; (c) the persons signing this Agreement on Bank's behalf are duly authorized to do so; (d) this Agreement represents Bank's legal, valid and binding obligation; and (e) Bank's execution and performance of this Agreement and Bank's provision of the Services do not and will not violate any Applicable Law, Bank's articles of association or bylaws or any material agreement applicable to the Services by which Bank is bound. EXCEPT AS EXPRESSLY SET FORTH ELSEWHERE IN THIS AGREEMENT OR IN THE APPLICABLE SERVICE TERMS, BANK MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, OF ANY KIND WITH RESPECT TO ANY SERVICE OR BANK'S PERFORMANCE OF THE SERVICES, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO DESCRIPTIONS OR SPECIFICATIONS CONSTITUTE REPRESENTATIONS OR WARRANTIES OF ANY KIND.

## SECTION 7. CUSTOMER REPRESENTATIONS AND WARRANTIES

Customer represents and warrants to Bank that: (a) Customer is duly organized, validly existing, and in good standing in the jurisdiction in which Customer is organized, and is validly qualified in any other jurisdiction where Customer does business and is required to be qualified except where the failure to be so qualified would not have a material adverse effect on Customer; (b) the execution, delivery and performance by Customer of this Agreement and the use of the Services have been authorized by all necessary entity and governmental action; (c) each person signing this Agreement on Customer's behalf is duly authorized to do so; (d) this Agreement represents Customer's legal, valid and binding obligation; (e) the execution and performance of this Agreement and the use of the Services do not and will not violate in any material respect any Applicable Law, Customer's entity governing documents, or any material agreement by which Customer is bound and Customer is an authorized participant in any payment network it uses in connection with the Services; (f) each Account that Customer maintains with Bank, and all use of the Services, is solely for a legitimate business or commercial purpose and not a personal, family or household purpose, and (g) the use of the Services does not and will not subject Bank, or Bank's Processors, to the privacy and security requirements of the Health Insurance Portability and Accountability Act, as a business associate (defined at 45 CFR 160.103) or otherwise, unless Customer has notified Bank of such requirements and the parties have entered into a business associate agreement in a form reasonably acceptable to Bank. Customer reaffirms these representations and warranties each time it uses a Service and agrees to promptly notify Bank if any representation or warranty made by Customer is no longer true.

## SECTION 8. SECURITY PROCEDURES; OPERATING PROCEDURES

***Section 8.1. Establishment.*** Customer will use the Services and Access Channels in accordance with the terms of the Agreement, including any Security Procedures offered by Bank in connection with the Services and as may be set forth in the applicable Implementation Materials. The Security Procedures verify the origin and authenticity of Instructions and communications sent to Bank, and are not designed to detect errors in any Instruction sent to Bank. Where permitted, Customer will select from the Security Procedures for a particular Service from those offered and recommended by Bank in the set-up process for that Service, and agrees to implement changes to the Security Procedures issued by Bank as needed. Customer agrees that such Security Procedures selected by Customer are commercially reasonable and suitable for Customer with respect to Customer's intended use of the applicable Services, including the size, type, and frequency of Customer's Payment Orders. If Customer requests or chooses to communicate any Payment Order or other Instruction to Bank in a manner that varies from the Security Procedures, then Customer will be deemed to have refused the Security Procedures that Bank recommends as commercially reasonable and Customer agrees to be bound by such Payment Order or Instruction, whether or not authorized, when accepted by Bank in good faith. Unless stated otherwise in the Implementation Materials, Bank will have no obligations under the Security Procedures and Customer agrees that failure by Bank to use or comply with any Security Procedure shall not excuse Customer from its obligation with respect to any Instruction, including to pay Bank the amount of any Payment Order made or authorized by the Customer or for which Customer is otherwise liable.

***Section 8.2. Verification.*** Any Instructions and Payment Orders communicated to Bank in Customer's name in compliance with the Security Procedures, and all access to and use of Services and Access Channels using the Security Procedures assigned to Customer, are considered authorized by Customer, whether or not authorized, and Customer shall be bound by the same in accordance with Applicable Law and the terms of this Agreement. Bank has no obligation to accept an Instruction or Payment Order that is not communicated in compliance with the Security Procedures, and Bank shall not be responsible for refusal to act upon any Instruction or Payment Order received which does not comply with the Security Procedures.

***Section 8.3. Electronic Funds Transfers.*** In connection with the use of Bank's wire transfer, ACH, SWIFT, Real Time Payments and other electronic funds transfer Services (whether or not through or with any clearinghouse or third party), Bank recommends that Customer establish an approval protocol appropriate for Customer's particular circumstances (including the size, type and frequency of such transactions) as part of the Security Procedures to prevent unauthorized transactions. For Payment Orders initiated through the Access Channels, Bank recommends that Customer establish *"Dual Transaction Approval,"* meaning that one User originates a Payment Order and a second User approves the Payment Order before it can be processed. If Customer does not establish and require adherence to Dual Transaction Approval, Customer assumes the risks of all transactions that could have been prevented by requiring Transaction Approval. Funds transfers involving only internal electronic funds transfers between Accounts may not be subject to all of the Security Procedures required for external electronic funds transfers. Bank reserves the right to require that Customer establish Dual Transaction Approval for certain types of Instructions or transactions.

***Section 8.4. Credentials.*** Access to some Services may require the use of certain Credentials. Proper use of the Credentials is part of the Security Procedures for these Services. The use of the Credentials is subject to any terms of use or license accompanying the Credentials as applicable, and may only be used as and where delivered to Customer and only for the purpose of accessing Services. The Credentials and the related technology, documentation and materials at all times remain the Bank's or its Processor's property.

***Section 8.5. Authority.*** The Security Procedures are in addition to and do not limit, revoke or affect the authority of any person (whether by course of dealing or otherwise) to transmit Instructions in Customer's name. Bank may continue to rely upon such authority and Bank is authorized to act upon Instructions received from persons acting pursuant to such authority. Customer is bound by any authorized Payment Order or other Instruction, and by use of the Access Channels by authorized personnel.

***Section 8.6 Transaction Monitoring.*** Bank may, in its sole discretion, implement internal monitoring systems to evaluate Customer's transactions and the risk of possible fraudulent activity (*"Transaction Monitoring"*). Transaction Monitoring is part of Bank's internal processing and is not a component of the Security Procedures, and Customer agrees that the Security Procedures will be considered commercially reasonable regardless of whether they incorporate information from Transaction Monitoring. Customer agrees that Bank may process Payment Orders and other Instructions verified by the Security Procedures and Bank will be considered to have acted in good faith and in compliance with the Security Procedures, regardless of the results of Transaction Monitoring, including the detection of possible fraudulent activity; provided that Bank does not have actual knowledge that the transaction is unauthorized and a reasonable opportunity to act on that knowledge. However, Bank reserves the right to delay or reject Payment Orders and other Instructions verified by the Security Procedures in the event Bank identifies a risk of possible fraudulent activity and Bank shall not be responsible for its delay or refusal to act upon any Payment Order or other Instructions based upon the results of Transaction Monitoring.

***Section 8.7. Safeguarding the Security Procedures.*** Customer agrees to (a) maintain the complete security and confidentiality of the Security Procedures, and (b) institute and use prudent internal security procedures and practices to control access to and use of the Security Procedures. Customer's failure to protect the confidentiality of the Security Procedures may enable unauthorized access to the Services and to Customer's Accounts and data. Customer agrees to notify Bank immediately if there has been a breach of its security, or any Security Procedure has been lost, stolen, misused or compromised. In addition to Customer's obligations to safeguard the Security Procedures and establish procedures to ensure their confidentiality, Customer agrees to change the Credentials periodically and whenever: (x) anyone who has had access to the Credentials is no longer employed or authorized by Customer to use the Services; or (y) there is known or suspected unauthorized access to the Security Procedures.

## SECTION 9. ACCESS CHANNEL ADMINISTRATION

***Section 9.1. Channel Administrator.*** Customer will appoint one or more individuals to serve as Customer's administrator for the Access Channels (*"Channel Administrator"*). The Channel Administrator has broad authority, including the authority to: (a) appoint additional Channel Administrators for one or more Services with same the authority as described herein; (b) select and configure the features of the Access Channels for Customer's specific requirements; (c) designate and delete Users, and assign and administer User Rights; (d) select and administer Security Procedures and User controls, including transaction approval controls related to the Access Channels; (e) enable use of Mobile Apps for Users for certain Services; (f) accept and act on all communications from Bank regarding the Access Channels; and (g) designate itself as a User with rights to the Access Channels for some or all of the linked Services.

***Section 9.2. Designation and Authority.*** (a) Customer will appoint a person(s) to serve as the Channel Administrator(s) in writing on such forms as Bank requires during the implementation process or if Customer does not then have an acting Channel Administrator. Customer agrees to not permit the sharing of Credentials or the use of any Credentials except by the person authorized by Customer or the Channel Administrator. Customer may, at its option, enable multiple or separate Channel Administrators for each Service. If Customer has included Affiliates under this Agreement, Customer may designate separate Channel Administrators for each Affiliate and the Affiliate's Services or may have a common Channel Administrator for one or more Affiliates.

(b) The Channel Administrator has complete authority to manage Customer's use of the Access Channels including enabling User Rights. Customer assumes sole responsibility for the actions of the Channel Administrator, the authority the Channel Administrator gives other Users and Channel Administrators to act on Customer's behalf, and the actions of the Users and other Channel Administrators designated by the Channel Administrator to access and use the Services. Customer is responsible for the accuracy, completeness and timeliness of all Instructions sent through the Access Channels. Bank is entitled to deem any person having knowledge of any Security Procedures assigned to Customer to be a User, including any Channel Administrator. Bank may update its requirements with respect to Credentials by giving Customer notice through the applicable Users and Channel Administrator.

(c) As part of the set up and implementation process, Bank will provide the Channel Administrator designated by Customer with its initial sign-on credentials and establish the Services to which he or she shall have access. The Channel Administrator must then establish its own password. Customer is solely responsible for maintaining the privacy and security of the Credentials once established and for any use of the Access Channels and Services associated with those Credentials. The Access Channels may allow the Channel Administrator to set transaction limitations, establish controls, develop templates, manage Credentials (other than User IDs provided by Bank) and utilize security features for the Access Channels. Failure to properly implement and manage limitations, controls, and security features increases the risks of, and Customer's exposure to, unauthorized transactions.

(d) To help reduce the risk of unauthorized access to the Services and Accounts, Bank recommends that Customer designate at least two Channel Administrators and establish *"Dual Administration Control,"* meaning that when one Channel Administrator adds or removes Users or changes their User Rights, a second Channel Administrator must review and approve those actions. Bank may require that Customer establish Dual Administration Control for certain types of actions. Bank will rely on the authority of the Channel Administrator and Users designated by the Channel Administrator until Bank receives written notice of a change from an authorized representative of Customer and Bank has had a reasonable opportunity to act on the notice and implement the change.

***Section 9.3. Customer Systems.*** Customer is responsible for having and maintaining functioning hardware, software, infrastructure, mobile and other communication devices, Internet access and service and information technology systems including reasonable and current security features and protections (collectively, *"Customer Systems"*) necessary for use with the Access Channels and for meeting the technical specifications set forth in the Channel Documentation.

Customer is responsible for any malfunction, compromise, security breach or other misuse or problems with the Customer Systems and for the information transmitted and received through the Customer Systems. Customer shall not: (a) introduce or proliferate any virus, Trojan horse, worm, time bomb, cancelbot, or other computer programming routine that is intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information to the Access Channels; or (b) create an unusually high load on Bank's servers, systems, Access Channels or other Services. Customer will mitigate and remediate (including restoration of materials and systems) the cause and effects of such damages, viruses or Losses. Customer and its Users shall be responsible for any Internet access or telecommunications charges incurred in connection with their use of the Access Channels, including use of any mobile device.

***Section 9.4. Access through Direct Connection.*** By accessing any Service using a Direct Connection, Customer agrees that using a Direct Connection to access the Services and send Payment Orders and other Instructions is a commercially reasonable Security Procedure adequate to authenticate Customer's Instructions and protect Customer's interests. Customer represents and warrants that each Payment Order and other Instruction submitted using a Direct Connection will be deemed to be authorized by Customer, whether or not sent by an Authorized Agent or User, and Customer will be bound by those Instructions and any actions taken by Bank in reliance upon such Instructions. Customer agrees to indemnify and hold Bank harmless from and against any Losses arising from or related to Customer's use of a Direct Connection, including with respect to any actions taken by Bank in reliance upon Instructions received through a Direct Connection and any transactions initiated based upon such Instructions.

***Section 9.5. Access through Third-Party Provider SSO.*** In certain instances, Bank may allow Customer to access the Access Channels, and other Services accessible to Customer through the Access Channels, by signing on through a Third-Party Provider's internet site without directly signing-on to the Access Channels using the Security Procedures (*"Single Sign-On"* or *"SSO"*). Any SSO will be subject to the terms of use of the Third-Party Provider. In the event Customer accesses the Access Channels using SSO, Customer agrees that it has waived use of Bank's recommended Security Procedures to access the Access Channels and other Services accessible through the Access Channels, and that Bank is entitled to rely upon and treat as authorized and binding on Customer, each Payment Order and other Instruction sent to Bank through the Access Channels following Customer's use of SSO. By accessing any Service using SSO, Customer agrees that using SSO to access the Services and send Payment Orders and other Instructions is a commercially reasonable Security Procedure adequate to authenticate Customer's Instructions and protect Customer's interests and Customer assumes the risk of waiving Bank's recommended Security Procedures to access the Access Channels and Services. Customer agrees to indemnify and hold Bank harmless from and against any Losses arising from or related to Customer's use of SSO, including with respect to any actions taken by Bank in reliance upon Instructions received following SSO or any transactions initiated based upon such Instructions.

***Section 9.6. Access by Vendor.*** Bank may allow Customer to designate a third party, which shall be deemed Customer's Vendor, to submit Instructions on Customer's behalf and access Customer's information (including Account numbers and balances) through one of the Access Channels or such other method established between Bank and such Vendor and agreed by Customer, including adding the Vendor as a User. Customer agrees to complete and execute any additional documentation required by Bank to establish Vendor's ability to originate and submit Instructions on Customer's behalf and access Customer's information using the Access Channels, including additional or revised Implementation Materials, and expressly authorizes Bank to act on Vendor's Instructions and to share information with Vendor as directed by Customer. Customer understands and agrees that the authority and access granted to a Vendor using any Access Channels may also include the ability to submit Payment Orders and download and retain Customer's information. Bank will continue to allow the Vendor to submit Instructions and access information through the Access Channels as directed by Customer until Customer has notified Bank in writing of the revocation or amendment of such Vendor's authority, including by submitting new Implementation Materials, and

Bank has received such notice and had a reasonable time to act on it. In addition to any other limits on Bank's liability set forth herein or in any Related Agreement, Customer agrees that Bank shall have no liability and be held harmless for allowing such Vendor to submit Instructions, acting on and executing any such Instructions, and delivering or permitting a Vendor access to Customer's Account and other information as contemplated herein.

***Section 9.7. Notifications.*** Users may be required to accept certain administrative emails and text notifications and may elect to receive certain other email, SMS or other mobile phone text notifications relating to the Access Channels and other Services, including for additional authentication Bank or Customer may require (all such emails, SMS and texts, *"Notifications"*). Customer consents to the sending of Notifications to Users, including through any Mobile App, and understands that such messages could result in charges to the Users or Customer for such messages from the carriers of such messages. Notifications are provided for Customer's and User's information and convenience only, and are not the official record of any Account or Service. It is Customer's responsibility to regularly review and monitor Customer's Accounts and transactions through the Services. Notifications are sent via the Internet or wireless networks without being encrypted or otherwise coded in any way. Bank will not be liable in any way for non-delivery, delayed or wrong delivery of Notifications, the content in Notifications, or Customer's use of, or reliance on, the absence of any Notification for any purpose. Replies to a Notification are not permitted and will not be read or acted upon.

## SECTION 10. COMPLIANCE

This Agreement and the use and provision of Services are subject to all Applicable Law, including without limitation, the UCC and Operating Rules. Both parties agree to be bound by the Operating Rules where applicable and to comply with Applicable Law in using or providing the Services, as the case may be.

## SECTION 11. LIMITATION OF LIABILITY

CUSTOMER AGREES, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THAT IN ADDITION TO ANY OTHER LIMITATION ON BANK'S LIABILITY IN THIS AGREEMENT, IN NO EVENT WILL BANK (OR ITS OFFICERS, DIRECTORS, SHAREHOLDERS, AFFILIATES, EMPLOYEES OR AGENTS) BE LIABLE OR RESPONSIBLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR SPECULATIVE LOSSES, EXPENSES, INJURY, COSTS OR DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, REVENUE, SAVINGS, TIME, DATA, GOODWILL AND OPPORTUNITIES, ATTORNEYS' FEES, AND COURT AND OTHER DISPUTE RESOLUTION COSTS) THAT CUSTOMER OR ANY OTHER PERSON MAY INCUR OR SUFFER IN CONNECTION WITH THIS AGREEMENT, EVEN IF BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, COST OR DAMAGE AND REGARDLESS OF THE TYPE OF CLAIM.

Bank's liability to Customer arising from any Service or this Agreement will be limited to Customer's actual monetary damages that are the direct result of Bank's gross negligence or willful misconduct. Notwithstanding the foregoing, for Payment Orders which are governed by and subject to UCC Article 4A, Bank is liable only for interest losses attributable to Bank's failure to exercise ordinary care resulting in the failure, delay, or improper execution of any Payment Order as required by UCC Article 4A. In addition to the foregoing limitation, in the instance of any overbilling by Bank that is timely reported by Customer as required by this Agreement, Bank's liability shall not exceed the amount overbilled by and paid to Bank by Customer. In no instance shall Bank be responsible or liable for any (a) act or omission of Customer's Vendors, Authorized Agents, Channel Administrators, Users, officers, employees, agents, or any other third party (other than Bank's Processors, but including any electronic funds transfer system or processing network); (b) failure to act by Bank if Bank reasonably believed taking the omitted action would have violated Applicable Law; (c) interception of information relating to the Customer or its transactions as a result of Customer's use of the Internet or other Access

Channels that is not the result of Bank's gross negligence or willful misconduct; or (d) actions and omissions of Bank in compliance with Instructions received from Customer's Vendors as contemplated by this Agreement. Bank's liability hereunder for interest losses will be calculated by using a rate equal to the Federal Funds rate at the Federal Reserve Bank in Cleveland, Ohio.

## SECTION 12. INDEMNIFICATION OBLIGATIONS

***Section 12.1. Customer.*** To the fullest extent not prohibited by Applicable Law, Customer agrees to indemnify and hold Bank and its officers, directors, employees, affiliates, shareholders and agents harmless from and against any and all Losses resulting directly or indirectly from, or arising in connection with: (a) Customer's breach of any of Customer's agreements, representations, warranties or covenants in this Agreement, the Service Terms or any other Related Agreement; (b) Customer's acts or omissions, including violation of Applicable Law; (c) Customer's use of the Services and Access Channels and Bank complying with or carrying out any Instruction or other direction given to Bank in accordance with this Agreement, the Service Terms or any other Related Agreement; or (d) a claim or action of a Third-Party Provider or Vendor. Customer is not, however, obligated to indemnify Bank for any Losses directly resulting from Bank's gross negligence, willful misconduct or bad faith.

***Section 12.2. Bank.*** To the fullest extent not prohibited by Applicable Law, Bank agrees to indemnify and defend at Bank's own expense or settle any action brought against Customer to the extent that it is based on a claim that Customer's use of a Service in accordance with this Agreement directly infringes a U.S. copyright, trademark or patent or constitutes misappropriation of a third-party trade secret, provided, however, that Customer: (a) promptly notifies Bank in writing of such claim; (b) has not made any admission of liability or agreed to any settlement or other material issue relating to such claim; (c) reasonably cooperates with Bank at Bank's expense in the defense or settlement; and (d) gives Bank sole control and authority over all aspects of the defense or settlement of such claim.

## SECTION 13. BANK RECORDS.

Bank's records as to this Agreement and Related Agreements, Services and transactions using the Services shall be controlling in the event of any conflict with Customer's records. Customer authorizes Bank (but Bank is not obligated) to record electronically and retain telephone conversations between Customer and Bank. Imaging and electronic records will be retained by Bank, and copies of such records will be available at Customer's request and expense, until such records are disposed of in accordance with Bank's then current policies and procedures.

## SECTION 14. CONFIDENTIALITY, PRIVACY AND SECURITY

***Section 14.1. Customer.*** Subject to Customer's duties under Applicable Law~~,~~ Customer agrees to keep confidential and not disclose to any third party (other than its agents) Bank's Fees, Service Terms, Security Procedures, Implementation Materials, Channel Documentation, software, non-public Service features and other proprietary information and systems Bank and its Processors provide and disclose in connection with the Services. Customer acknowledges the exclusive ownership by Bank or its Processors of such information, and agrees to use such information solely for purposes of using the Services.

***Section 14.2. Bank.*** Bank acknowledges that non-public information Bank obtains from Customer in connection with providing a Service to Customer may be confidential. Bank has implemented policies, procedures, and controls to safeguard Customer information in accordance with Applicable Law and regulatory guidelines.

## SECTION 15. ACCOUNT MANAGEMENT

***Section 15.1. Customer Information Review.*** Customer is responsible for monitoring its use of the Services and all activity in its Accounts with Bank. Information regarding transactions with the Services is reported on Customer's periodic Account statement and is available through the Access Channels. Depending upon the Services that Customer uses, Customer will have access to Account and transaction information on a prior day, intraday and/or real time basis. Account and transaction information changes frequently and is subject to updating, verification and correction. Bank assumes no responsibility for Customer's reliance on any Account or Service information reported on an intraday or prior day basis that is subsequently updated, verified or corrected. Customer understands and agrees to: (a) regularly review the Account and transaction information (including statements) that Bank makes available to Customer; and (b) notify Bank as soon as reasonably possible of any error, unauthorized transaction, discrepancy or other similar matter (each, an *"Error"*).

***Section 15.2. Error Reporting***. Customer understands that the nature of certain transactions and Applicable Law relating to certain Services require that Customer provide Timely Notice (defined below) of an Error in order to preserve or exercise rights against third parties that may have been the beneficiary of such Error. *"Timely Notice"* is defined as notice provided to Bank: (a) on the same Business Day with respect to any Payment Order (including Real Time Payments), (b) the next Business Day for other electronic funds transfers, or (c) within thirty (30) days for any other Instruction, transaction or Service (ninety (90) days in the case of Fees), following the date on which such information is sent by Bank or otherwise made available to Customer. If Customer fails to provide Timely Notice to Bank of any Error, then Customer shall be precluded from asserting such Error against Bank. The Timely Notice requirement does not apply with respect to any attempt by Customer or by Bank on Customer's behalf to seek recovery or other recourse for an Error against other banks, clearing organizations, or other persons, none of which are parties to or beneficiaries of this Agreement. Notwithstanding the forgoing, Bank reserves the right, in its sole discretion, to adjust transaction records for good cause after the expiration of the Timely Notice time periods.

***Section 15.3. Loss Prevention.*** Customer agrees to institute, maintain and enforce Customer Measures in order to protect against Losses. Bank offers various Services and other tools designed to assist Customer in reducing or preventing the incidence of fraud and unauthorized activity in Customer's Accounts. These Services include, but are not limited to, ACH Positive Pay, ACH Transaction Control, Account Reconciliation, Check Positive Pay, Controlled Disbursement and Information Reporting and Account Management Services and features (collectively, *"Fraud Prevention Services"*). Customer acknowledges that it has been provided with the opportunity to select and use the Fraud Prevention Services, and to the extent Customer chooses not to use one of these Fraud Prevention Services or implement Customer Measures, and the proper use of that Fraud Prevention Service or Customer Measure could reasonably have prevented a Loss due to an incidence of fraud or unauthorized activity suffered or incurred by Customer (an "*Incident*"), Customer will be deemed to have assumed the risk of such Incident, shall hold the Bank harmless for the amount of such Loss, and will be precluded from asserting that Bank is responsible for such Incident.

## SECTION 16. OVERDRAFTS

Bank may delay or refuse to process any item, transaction or Instruction that would result in an Overdraft (as defined in the Commercial Account Rules) in Customer's Account. Bank processes items and other debits to Customer's Account in the order described in the Commercial Account Rules. If Bank decides in its discretion to process an item, transaction or Instruction despite the Overdraft, Customer agrees to reimburse Bank immediately for: (a) the full amount of any Overdraft or shortfall created by that item, transaction or Instruction; (b) all Overdraft Fees; (c) interest on the amount of the Overdraft or shortfall for the day the Overdraft or shortfall was created and for each following day until the Overdraft or shortfall has been paid; and (d) all Losses Bank incurs in collecting the Overdraft from Customer.

## SECTION 17. TRANSACTION LIMITS

Bank has the right to limit Customer's transaction volume or dollar amounts, suspend any or all Services and refuse to execute transactions, or terminate any or all Services if Bank in good faith determines that: (a) providing any Service to Customer could reasonably be expected to result in a violation of any Applicable Law or a material loss to Bank, (b) Bank is entitled to terminate the applicable Service pursuant to Section 20 of this Agreement (with or without the lapse of time or notice), or (c) Customer is in default under this Agreement or any Related Agreement. In addition, Bank may limit the types of Instructions Customer may send to Bank for processing or execution. To the extent not restricted by Applicable Law, Bank will promptly communicate decisions regarding such limitations to Customer. Bank reserves the right to limit transaction volume or dollar amounts in any other circumstances, provided Bank gives Customer prior notice of any material limitation or decrease in previously communicated limitations. Customer agrees to provide Bank, upon its request from time to time, with such financial information and statements and other documentation as Bank reasonably determines to be necessary or appropriate to enable Bank to evaluate its exposure or risk.

## SECTION 18. BANK RIGHT OF SETOFF; SECURITY INTEREST

Bank has the right to obtain payment of any unpaid amount owed to Bank under this Agreement or any Related Agreement by setting off and debiting any of Customer's Accounts or accounts with Bank or any of Bank's affiliates at any time (excluding any Account expressly titled to clearly demonstrate that the Account is held by Customer in a fiduciary or representative capacity for a third party such as, for example, a custodial Account for the amount owed. Bank's rights are limited to the extent of limitations and restrictions imposed by Applicable Law. Customer grants to Bank a security interest in all Accounts held by Customer now or in the future with Bank or any of Bank's affiliates to secure payment of any and all obligations under the Agreement; provided that this security interest shall be subordinate to any security interest separately agreed to in writing by Bank.

## SECTION 19. FORCE MAJEURE

Neither party shall be responsible, and neither shall incur any liability to the other, for any failure, error, malfunction or any delay in carrying out any of its obligations under this Agreement directly resulting from causes beyond such party's reasonable control, including without limitation, fire, casualty, lockout, strike, pandemic, epidemic, or disease outbreak, legally mandated quarantine or travel or work restrictions, unavoidable accident, failure of networks, the Internet or telecommunications systems, act of God, act of terrorism, riot, war or the enactment, issuance or operation of any adverse governmental law, ruling, regulation, order or decree, or an emergency that prevents such party from operating normally; provided, however, that Customer shall not be relieved of its responsibility for timely performance of any of its payment obligations to Bank.

## SECTION 20. TERM AND TERMINATION

***Section 20.1. Term.*** This Agreement shall remain in full force and effect until terminated by either party as provided in this Agreement. Either party may terminate this Agreement or any Service at any time by giving thirty (30) days' prior written notice of termination to the other party.

***Section 20.2. Bank.*** Bank may terminate this Agreement or terminate or suspend any Service immediately upon notice to Customer if: (a) Customer breaches a material obligation under this Agreement or Related Agreement (including nonpayment) or violates any Applicable Law or the Operating Rules in connection with the Services or any Related Agreement; (b) Customer becomes insolvent, is placed in receivership or is adjudicated bankrupt or Customer becomes subject to any voluntary or involuntary bankruptcy proceeding or any assignment for the benefit of its creditors; (c) Customer's financial condition has become materially impaired in Bank's good faith opinion such that Customer is unlikely to be able to perform its material obligations to Bank; (d) any person or group acting in concert that is not a controlling stockholder of Customer on the date of this Agreement acquires, directly or indirectly (whether by merger, stock purchase or issuance, recapitalization, reorganization or otherwise), a majority of Customer's outstanding equity interests; (e) the continued provision of Services in accordance with the terms of this Agreement would, in Bank's good faith opinion, violate Applicable Law or any requirement of any regulatory authority or subject Bank to an unacceptable risk of loss or material security risk; or (f) a Processor no longer supports the Service. Should Bank suspend one or more of the Services without termination of the Service or Agreement, such Service shall remain suspended until Bank determines in its sole discretion that it may continue providing such Service(s) to Customer.

***Section 20.3. Effect.*** Upon any termination of this Agreement, Customer shall: (a) promptly pay to Bank all sums due or to become due under this Agreement; (b) securely destroy or immediately return (if required by the Service Terms) to Bank at Customer's expense, the Security Procedures (if applicable), and all related Implementation Materials, and all copies and reproductions thereof, whether written or in magnetic media and whether received from Bank or otherwise; and (c) have no further right to make use of the Services.

***Section 20.4. Survival.*** Termination of a Service or this Agreement does not relieve or excuse Customer's payment obligations for any Services that Bank provides to Customer before or after the Service or this Agreement is terminated, nor does it release Customer or Bank from any of their respective obligations that arose or became effective prior to such termination. In addition, all provisions of this Agreement relating to the parties' warranties, representations, confidentiality or non-disclosure obligations, proprietary rights, limitation of liability, and indemnification shall survive the termination of a Service or this Agreement.

## SECTION 21. ENTIRE AGREEMENT

This Agreement, together with any Related Agreements constitutes the complete and exclusive statement of the agreement between the parties with respect to the Services and supersedes any prior or contemporaneous agreements between the parties with respect to such Services. Nothing in this Agreement confers a right or benefit on any person or entity other than Bank and Customer.

## SECTION 22. AMENDMENT

***Section 22.1. Generally.*** This Agreement, including the Service Terms, may be modified by a written agreement executed and signed by the parties. Bank may, however, modify this Agreement, including the Service Terms, by giving Customer thirty (30) calendar days' prior written notice. If Customer continues to use any Service or the affected Service, as the case may be, after the expiration of the thirty day period or a later effective date specified in such notice, Customer is bound by the Agreement or Service Terms as the case may be, as so modified.

***Section 22.2. Regulatory Changes, Security Measures.*** Notwithstanding the foregoing, (a) if a modification to this Agreement or the Service Terms is required by or under Applicable Law or by a regulatory authority with jurisdiction over Bank or is, in Bank's sole good faith opinion, necessary to preserve or enhance the security or update the functionality of the Services (including if required by a Processor), or (b) if modifications to the Security Procedures are required in order to maintain the security and integrity of Customer's use of the Services, but without an adverse material effect on Customer's use of the Services, then in either instance Bank may modify this Agreement, the applicable Service Terms or Security Procedures by giving Customer notice of the modification by any means permitted, and the modification will be effective immediately upon Bank giving such notice.

## SECTION 23. ASSIGNMENT

Customer may not sell, assign, or transfer, or grant a security interest in any of its rights or obligations under this Agreement without Bank's prior written consent. Bank may assign its rights and obligations under this Agreement in whole or in part without Customer's consent (a) pursuant to, or in connection with any merger, consolidation or amalgamation involving Bank or its parent company, or the sale or transfer of all or substantially all of Bank's assets or stock, or (b) in connection with the sale or other disposition involving a line of Bank's business to which this Agreement relates. Bank will use reasonable efforts to notify Customer of any such assignment. Customer expressly reserves its right to terminate any or all Services in the event of any such transaction.

## SECTION 24. GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL

This Agreement and any claims or disputes relating to or arising out of this Agreement or the Services shall exclusively be governed by, and construed in accordance with, the laws of the State of Ohio, without regard to Ohio's conflict of law principles, and with applicable federal laws and regulations. Customer irrevocably submits to the nonexclusive jurisdiction of the state and federal courts located in Hamilton County, Ohio and agrees that any legal action or proceeding with respect to this Agreement may be commenced in such courts. EACH PARTY HERETO EXPRESSLY, IRREVOCABLY, KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT.

## SECTION 25. MISCELLANEOUS

***Section 25.1. No Extension of Credit.*** Except as expressly provided in the applicable Service Terms, nothing in this Agreement or any Related Agreement requires Bank to extend any credit of any type (including, but not limited to, any Overdraft), even if Bank has done so in the past.

***Section 25.2. Notices.*** Except as otherwise specifically provided in the Service Terms, including the Implementation Materials with respect to a particular Service, or Channel Documentation, notices under this Agreement shall be provided in writing by nationally recognized overnight courier, hand delivery, U.S. Mail, or email. The Bank also reserves the right to provide notice to Customer electronically via email or posting to the Bank's online platform or another Access Channel, each of which Customer agrees will be considered "*in writing*." The address for notices to Customer will be the address the Bank has in its records with respect to this Agreement or the particular Service, as applicable. The address for notices to Bank will be as the Bank specifies to Customer in writing, including in the Implementation Materials. Notices shall be deemed effective: (a) when received, if sent by overnight courier or hand delivery; (b) within five (5) days, if sent by U.S. Mail; or (c) when sent or posted, if provided via email or posting to the Bank's online platform.

***Section 25.3. Information and Audit.*** In order for Bank to comply with its obligations under Applicable Law and the Operating Rules, upon Bank's request Customer agrees to: (a) provide the records Customer maintains with respect to Customer's use of Services as required by Applicable Law, the Operating Rules, and this Agreement, (b) provide internal and external audit reports relating to Customer's use of the Services and Customer's information technology infrastructure and operational processes and procedures, and (c) permit Bank (including its regulators and auditors) reasonable access during normal business hours to audit Customer's (including Customer's Vendors) compliance with the terms of this Agreement, Applicable Law and the Operating Rules. Customer will cooperate with any such audit and provide, at Customer's expense, any information or documents as may be reasonably requested by Bank in the course of such audit.

***Section 25.4. Relationship.*** The relationship of the parties under the Agreement is that of independent contractors on a non-exclusive basis. Nothing in the Agreement creates a partnership, joint venture, or similar relationship between the parties, and neither Bank nor Customer shall be deemed an agent of the other or have any right, power or authority, whether express or implied, to create any such duty or obligation on behalf of the other party. Bank is not in a fiduciary or similar relationship with, nor does it have fiduciary duties or obligations to, Customer under the terms of this Agreement.

***Section 25.5. Counterparts.*** The Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single instrument.

***Section 25.6. Severability.*** If performance of Services in accordance with the terms of this Agreement would result in a violation of any Applicable Law, then this Agreement and any Related Agreement shall be deemed amended to the degree necessary to comply with such Applicable Law, and Bank shall incur no liability to Customer as a result of such violation or amendment. If any provision of this Agreement is held to be invalid, illegal or unenforceable, such provision shall be valid, legal and enforceable to the maximum extent permitted by such holding and the validity, legality, or enforceability of the other provisions of this Agreement will not be affected or impaired by such holding.

***Section 25.7. Headings.*** Headings are for reference purposes only and are not part of this Agreement.

***Section 25.8. Waiver.*** No party's failure or delay in exercising any right or remedy under this Agreement will operate as a waiver of such right or remedy, nor shall any waiver by either party of any breach of the other party's obligations under this Agreement operate as a waiver of any prior, current or subsequent breach. No waiver will be effective unless made in writing.

***Section 25.9. Electronic Execution and Consent.*** The parties agree that this Agreement, the Related Agreements and any Service Terms are entered into on an interstate basis and agree that the Agreement and Services are subject to the Electronic Signatures in Global and National Commerce Act and may be executed and delivered by facsimile, electronic mail in PDF or similar format, or other electronic method, and that the copies or counterpart signature pages so sent shall be treated and have the same force and effect as delivery of an original with a manual signature. Customer agrees and consents that Bank may, at its option, send to Customer any record, notice, disclosure, account statements and other information via electronic means (including through an Access Channel), including information that Bank is required by Applicable Law to provide to Customer in writing. Electronic communication methods include methods Bank employs that deliver visual text or images to be displayed on a computer or mobile device screen, such as e-mail, SMS or other mobile phone text, and posting through an Access Channel. Customer consents to receive account statements and other notices from Bank electronically. Bank may, however, require that Customer deliver an original of this Agreement and any Related Agreement with a manual original signature.

## SECTION 26. AFFILIATES

***Section 26.1. Joinder.*** By executing this Agreement, Initial Customer, each Affiliate listed below (if any), and Bank agree that each such Affiliate shall have all of the rights and obligations of, and shall for all purposes be a party under this Agreement as a "*Customer*." Additional Affiliates can be added through an addendum to this Agreement in the form required by Bank and executed by Initial Customer and Bank.

***Section 26.2. Affiliate Representation, Warranty and Covenant.*** Initial Customer represents, warrants and covenants to Bank that: (a) Initial Customer has the authority to use the Services and access the Accounts on behalf of each Affiliate as permitted by this Agreement, (b) each entity signing this Agreement as an Affiliate meets the definition of Affiliate and shall continue to meet such definition as long as the entity receives or uses the Services, and (c) the individual signing this Agreement is duly authorized to execute this Agreement on behalf of each Affiliate. Each Affiliate hereby agrees to be bound by the terms of this Agreement for the use of the Services.

***Section 26.3. Role of Initial Customer; Responsibility.*** Each Affiliate hereby authorizes Initial Customer, and Bank may rely on Initial Customer's authority, to act as agent for such Affiliate in connection with any and all matters relating to the Agreement, including, without limitation, administering the Services and originating transactions (i.e., ACH, wire, other electronic funds transfer or check), executing Implementation Materials, acceptance and allocation of the payment of interest or earnings credits, terminating the Agreement, collection and negotiation of items for deposit (including commingling of deposits in with other parties to this Agreement if directed by Initial Customer), agreeing to modifications and amendments to the Agreement, adding new Affiliates or removing Affiliates, and receiving notices under the Agreement (which will be effective against the Customer, even if such notices and communications are sent only to Initial Customer); any and all such actions by the Initial Customer shall be binding on the Affiliates. Each Affiliate agrees that it is responsible for the payment of Fees or maintenance of required balances for the Services that it receives from Bank, and for all obligations and liabilities it incurs.

***Section 26.4. Single Channel Access.*** Initial Customer and any Affiliate acknowledge and agree that the Security Procedures provided by Bank to the Initial Customer shall be used in order to use the Access Channels and Services, and that such Security Procedures are commercially reasonable for the Instructions to be provided on behalf of each Affiliate. As such, each Customer acknowledges and agrees that (a) Bank may rely on and act on any and all communications and Instructions it receives through an Access Channel using the Security Procedures assigned to the Initial Customer and Bank's reliance shall not constitute negligence or willful misconduct or bad faith, (b) each Customer shall be bound by such use of the Services and any Instructions (including funds transfers) and liable for any transactions debiting the Account of the Affiliate, and (c) Bank shall have no liability or responsibility for notifying any Affiliate with which Initial Customer shares its Security Procedures. Each Affiliate and Initial Customer understand and agree that use of the Services and any transactions affecting each Affiliate's Accounts may be reflected on the records of Bank as initiated by the Initial Customer.

***Section 26.5. Guarantee.*** Initial Customer unconditionally and irrevocably guarantees to Bank the full and prompt payment and performance by each Affiliate of all obligations they or any of them may incur under this Agreement, now or in the future, including, but not limited to, obligations for Fees and indemnification. Initial Customer further agrees that unless and until the full amount owing to Bank by the Affiliates under this Agreement have been paid in full, that Initial Customer will not exercise or enforce any right of exoneration, contribution, reimbursement, recourse or subrogation available to Initial Customer against such Affiliate. If any Affiliate's payment applied by Bank to such Affiliate's obligations under this Agreement is set aside, recovered, rescinded, or required to be returned for any reason (including, without limitation, the bankruptcy, insolvency, or reorganization of such Affiliate), then Initial Customer's obligations and liabilities under this Agreement will be enforceable as fully as if such application had never been made. Initial Customer agrees to pay any and all such amounts upon demand by Bank. **Initial Customer acknowledges and agrees that Initial Customer's guarantee is provided for good and valuable consideration, as Bank would not have otherwise permitted Affiliate(s) to use the Services as permitted for and requested by Initial Customer under this Agreement without the foregoing guarantee.**

## SECTION 27. DEFINITIONS

***"Access Channel Schedule"*** means a schedule or addendum executed by Bank and Customer that expressly refers to or incorporates this Agreement and sets forth the features, functionality and other aspects of the Access Channel available to Customer for a particular Service.

***"Account"*** or ***"Accounts"*** means one or more commercial deposit accounts at Bank that is maintained or controlled by Customer, including accounts held by Customer's Affiliates or other third parties that have granted authorized access to Customer, including through the Access Channels.

***"Affiliate"*** means any entity in which Initial Customer maintains a direct or indirect ownership interest.

***"Applicable Law"*** means all applicable federal and state laws, rules and regulations as in effect from time to time governing or relating to the Agreement or the Services, including, without limitation, the Operating Rules and the rules of any funds transfer system or card association, and the rules of, and regulations administered by, the Office of Foreign Assets Control of the U.S. Treasury Department.

***"Available Funds"*** means those funds that are available for immediate withdrawal from an Account with Bank in accordance with Bank's Funds Availability Policy.

***"Business Day"*** means any day other than a Saturday, Sunday, holiday or other day on which the Bank is required or permitted to be closed.

***"Channel Documentation"*** means the online or text manual and user guides Bank provides to Customer that contain technical specifications, instructions and guides for using an Access Channel.

***"Credentials"*** means the user name, personal identification numbers, identification codes, passwords and other identifying and authentication inputs, security token or authentication device, keys, or protocols, equipment or software that Customer (including its Channel Administrators and Users) uses to access the Services.

***"Customer Measures"*** means reasonable procedures, policies, internal controls and measures including reasonably available software design to ensure the secure and authorized use of the Services and Access Channels including, as appropriate for Customer and its use of Services: (a) comprehensive legal compliance, business continuity and data protection programs, (b) security and data protection software and technology, including firewalls; (c) regularly monitoring the Accounts and use of the Services; (d) control of User Credentials; (e) ongoing training and education to management, employees, and Vendors on the secure use of the Services and various forms of threats to security including email scams, phishing and similar attacks; and (f) regular auditing of Account activity and assessment (at least annually) of the security of its information technology infrastructure and Customer Measures.

***"Cutoff Time"*** means the time on any Business Day when Bank will no longer accept Instructions or process transactions (including Payment Orders) for that Business Day and any Instructions received after such time, if accepted, will be deemed received on the next Business Day.

***"Entry"*** or ***"ACH Entry"*** means a transaction processed through the ACH Network, which includes both Debit Entries and Credit Entries as the context requires.

***"Funds Availability Policy"*** means Bank's policy, as in effect from time to time, which sets forth when funds deposited into Customer's Accounts will be available for withdrawal, a copy of which is included with the Commercial Account Rules.

***"Implementation Materials"*** means any documents that facilitate the use of a Service, specifications, User Guides, set-up and sign-up forms provided by Bank, and those completed and submitted by Customer, including electronically, and written Security Procedures.

**"*Initial Customer*"** means the entity signing as the "Customer" on the signature page to this Agreement.

***"Instruction"*** means any Payment Order or other instruction for a wire transfer, electronic funds transfer, ACH Entry (as defined in the Operating Rules), file, batch release, request, instrument, or other message, instruction or direction provided using Customer's Security Procedures, or otherwise provided by or on behalf of Customer to Bank to perform a Service or take action on behalf of Customer or its Accounts.

***"Losses"*** means any and all claims, actions, demands, losses, damages, judgments, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees and court costs) and all costs of settlement of claims.

***"Operating Rules"*** means the Operating Rules and Operating Guidelines of the National Automated Clearinghouse Association (Nacha), the Electronic Check Clearing House Organization Rules (ECCHO), and the rules of any other national or regional clearinghouse, payment card association (e.g., MasterCard Incorporated), or any payment network (e.g., SWIFT, The Clearing House Payments Company L.L.C., Fedwire Funds Service) in effect from time to time and in which Bank participates and uses to provide Services.

***"Payment Order"*** has the meaning ascribed thereto in Article 4A of the UCC, and shall include, but not be limited to, Instructions given for the use of any Service for the origination, processing and payment of electronic funds transfers, including any wire transfers, ACH Entries, and any internal funds transfers between Accounts.

***"Processors"*** means any third-party processors engaged by Bank to provide any part of the Services.

***"Related Agreements"*** means the Service Terms, Commercial Account Rules, Fee agreement, any resolution or other document establishing Customer's authority to engage in the Services and open Accounts with Bank and appoint individuals as Authorized Agents, and any Due Diligence and Risk Assessment certifications, as applicable.

***"Security Procedures"*** means the Credentials, call-back protocols, and other systems, software or procedures provided by Bank, its Processors or any payment network for authenticating Instructions, transactions and use of the Services, including the Security Procedures for Commercial Wire Transfer, Automated Clearing House Services, and Instant Payments available at 53.com/tm-security.

***"Service Terms"*** means the terms and conditions for the Services provided by Bank to Customer under this Agreement, including the Treasury Management Services Terms & Conditions Book available at 53.com/tm-tc, any Implementation Materials, and Access Channel Schedules.

***"Services"*** means the treasury management services described in this Agreement, the Service Terms or otherwise incorporated herein, including the Access Channels.

***"UCC"*** or ***"Uniform Commercial Code"*** means the Uniform Commercial Code, as enacted in the State of Ohio.

***"User"*** means an individual who has been authorized to use the Services on Customer's behalf, including the Channel Administrator, and whose User Rights have been established in accordance with this Agreement.

***"User Guide"*** means any user manual, user guide or instructional materials related to the use of a Service.

"***User Rights"*** means the entitlements and other rights provisioned by the Channel Administrator to a User, subject to any restrictions imposed by the Channel Administrator or Bank (including rights to certain types of Access Channels, dollar amount, Account and transaction type limitations, and approval processes) with respect to some, all or a defined set of the Services.

***"Vendor"*** means any third-party service provider used by Customer in connection with the Services or to whom Customer gives access to any Service, including through an Access Channel. For the avoidance of doubt, if Customer designates a third party to receive information from Bank regarding Customer's Accounts or Services, establish or facilitate a Direct Connection, or access or use any other Access Channel or Service on Customer's behalf, such third party shall be deemed Customer's Vendor.