



MASTER AGREEMENT FOR TREASURY MANAGEMENT SERVICES
(rev. 7/2015)

This Master Agreement for Treasury Management Services ("Master Agreement") applies to and governs the use of Services provided by and/or through the Treasury Management Services department of Regions Bank. This Master Agreement supersedes and replaces all prior versions and editions of the Master Agreement for Treasury Management Services as of the effective date set forth above. By enrolling for the use of any Service, or by using or allowing any others to use any Service in relation to any of Customer's Accounts, Customer accepts and agrees to the terms and conditions of Part 1 of this Master Agreement, which is applicable to all Services, as may be in effect from time to time. Customer also accepts and agrees to the terms and conditions of those Articles in Part 2 of this Master Agreement governing the specific Service(s) Customer has selected in the Customer Profile.

PART 1: GENERAL TERMS AND CONDITIONS

1. Definitions. The following definitions apply when the following terms are used in this Master Agreement:

"*Account*" means any deposit, loan, or other account maintained by Customer with Bank which is eligible for any Service and which is used or affected in connection with the use of any Service. Bank reserves the right to determine the eligibility and/or ineligibility of any account for any Service at any time and from time to time, in Bank's sole and absolute discretion.

"*Authorized User*" means any person or entity authorized by Customer to use any Service or to access any Customer Account, or reasonably believed by Bank to have been authorized by Customer to use any Service or to access any Customer Account, including (without limitation) any person or entity to which Customer has provided or disclosed a Security Device or made available or disclosed any Security Procedures, or any person or entity knowing or in possession of a Security Device or Security Procedure without regard to whether such person or entity gained access to or possession of the Security Device or Security Procedure from Customer, and/or any person or entity expressly authorized to use any Service or access any Customer Account in any Customer Profile or Service Schedule. Any Authorized User shall continue to be an Authorized User unless and until Customer has notified Bank, according to notification procedures prescribed by Bank, that such person or entity is no longer an Authorized User and until Bank has had a reasonable opportunity to act upon such notice.

"*Bank*" means and refers to, as the context may require, Regions Bank or any affiliate of Regions Financial Corporation with which Customer has established one or more Accounts, and/or any agent, independent contractor, designee, or assignees that Bank may, in its sole discretion, involve in the provision of the Services. With regard to any arbitration and/or waiver of jury trial provisions set forth in this Master Agreement, such term additionally includes any parent, subsidiary, or affiliate of Regions Bank, and any employees, officers, directors, agents and/or representatives of Regions Bank or of Regions Bank's parents, subsidiaries, or affiliates.

"*Confidential Information*" means any and all documents, materials, data and/or information, in whatever form or format (including, without limitation, electronic media), which relates to any Service (including, without limitation, the Service Materials and Bank's product and service pricing structure, system design, and programming techniques), and any other information which Bank designates, orally or in writing, as confidential or proprietary information or which Customer has reason to know is confidential or proprietary information; provided, however, that notwithstanding the foregoing, Confidential Information shall not include information which is proprietary information of Customer, or which becomes generally available to the public other than as a result of a disclosure by or through Customer, or its agents, employees, representatives, contractors, subcontractors, successors or assigns, or which becomes available to Customer on a non-confidential basis from a source other than Bank, provided that such source is not bound by a confidentiality agreement with Bank or is not otherwise prohibited from transmitting the information by a contractual, legal or fiduciary obligation.

"*Customer*" means and refers to, as the context may require, each and every person or entity which now or hereafter is an Account holder with respect to, or has any interest in, any Account, and each and every person or entity which now or hereafter subscribes to or uses any of the Services.

"*Customer Profile*" means any enrollment or informational document or form required or approved by Bank that is completed, submitted, or executed by or on behalf of Customer and that requests Bank to provide any Services, provides specifications relating to the provision of Services, or provides other information or confirmation relating to Customer's use of any Services, as amended from time to time.

"*General Terms*" means the provisions contained in "Part 1: General Terms and Conditions" of the Master Agreement.

"*Security Device*" means, without limitation, any code, password, personal identification number, user identification technology, token, certificate, or other element, means, or method of authentication or identification used in connection with a Security Procedure.

"*Security Procedure*" means any process or procedure established between Customer and Bank for the purpose of verifying that communications, orders, instructions, or inquiries regarding a Service transaction or other Service activity are those of Customer, and/or

for the purpose of authenticating Customer or its Authorized Users in connection with Customer's use of the Services, and/or for the purpose of authorizing transactions and other activity through the use of the Services, which process or procedure may or may not involve the use of a Security Device, as set forth in this Master Agreement, any applicable Customer Profile, Service Schedule, or User Guide.

"Service" means any feature, functionality, product, and/or service provided, managed, or administered by or through Bank's Treasury Management Services department, as evidenced by and/or described in this Master Agreement, any Service Schedule, User Guide, or Customer Profile. As used in any Article of Part 2 of this Master Agreement, unless the context indicates otherwise, "Service" means the particular service at issue in that Article.

"Service Materials" means, without limitation, any and all equipment, hardware, software, computer programs (together with the object and source codes therefore, and any updates, upgrades, fixes, and enhancements thereto), operational manuals, documentation, User Guides, instructions, records, files, systems, marks, visual expressions, screen formats, report formats, designs, inventions, processes, improvements and enhancements to inventions and processes, ideas, methods, algorithms, concepts, formulae, Security Devices, technological and procedural information, data, any of the foregoing specially customized, created or developed for Customer's use of the Services, and/or any other thing of a proprietary nature which is developed, created, or provided by Bank or its contractors, as applicable, for use in connection with any Service, together with all adaptations or derivative works (as such term is used in the U.S. copyright laws) based upon any of the foregoing and all copies of the foregoing.

"Service Schedule" means and refers to any document, form or agreement required or approved by Bank which provides specifications relating to the provision of a Service, or provides other information or confirmation relating to Customer's use of any Services, as may be amended, revised or updated from time to time. A Service Schedule may also describe any particular Service and set forth particular terms and conditions prescribed by Bank regarding the provision and use of such Service, as amended from time to time.

"Third Party Service Provider" means any third party engaged or contracted by Bank to provide or assist in the provision of certain Services or any features, functions, or elements thereof or products relating thereto.

"User Guide" means any instructional materials or information relating to the use of any Service and provided by Bank or its Third Party Service Provider(s) in connection with such Service, as amended from time to time.

Other terms may be defined elsewhere in this Master Agreement.

2. **Service Enrollment.** In order to enroll for and use a Service, Customer must complete, execute and/or accept the applicable Customer Profile(s) and Service Schedule(s) required by Bank therefore. Bank, in its discretion, may not permit Customer to use the Service until Bank has determined that Customer has accepted or executed the applicable documentation and otherwise provided appropriate information and specifications for the use of the Service, and until Bank has had a reasonable opportunity to activate the Service. In any event, Customer agrees that the use by Customer or any Authorized User of any Service shall, without any further action or execution or acceptance of any documentation on the part of Customer, constitute Customer's acceptance of and agreement to Bank's terms and conditions for the use of such Service as may be in effect as of the time of such usage, whether set forth in this Master Agreement, any applicable Service Schedule or Customer Profile, or otherwise prescribed by Bank. The terms of any Customer Profile and/or Service Schedule, as well as the terms of any User Guide applicable to a Service, supplement the terms of this Master Agreement and constitute part of the agreement between Customer and Bank for the use and provision of the applicable Service(s), and Customer agrees to observe and comply with all of such terms in the use of any applicable Service. In the event of a conflict between the terms of this Master Agreement and those of any Customer Profile, Service Schedule, or User Guide, the terms of the Customer Profile, Service Schedule, or User Guide, as applicable, shall govern and control with respect to the Service at issue.

3. **Equipment Requirements.** Except as otherwise expressly provided in any applicable Article of Part 2 of this Master Agreement or any Service Schedule, Customer, at Customer's expense, is responsible for obtaining and for properly installing, maintaining, and securing all telephone equipment and services, internet connection services, computer hardware and software (and any and all necessary upgrades thereto), and any other equipment necessary for Customer to access and use the Services. Customer agrees that Customer's equipment and third party services shall at all times meet or exceed the minimum specifications prescribed by Bank from time to time for use of the Services. Bank makes no warranty, either express or implied, to Customer regarding Customer's computer systems or related equipment or software, or that of any of Customer's third party providers or contractors, including but not limited to, any warranty of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. To the extent that Bank provides any Service Materials to Customer, Customer agrees that:

- (a) the Service Materials shall be installed, tested, placed into production, and used in accordance with the instructions provided by Bank, as modified or amended from time to time;
- (b) all right, title and interest in and to any and all Service Materials shall be and remain the property of Bank or the third party provider of such Service Materials, as applicable;

- (c) unless otherwise expressly authorized in writing by Bank, Customer may not copy, reproduce, retransmit, disseminate, display, publish, sell, broadcast, circulate, distribute, transfer, assign, commercially exploit, or create derivative works of any Service Materials;
- (d) Customer shall not create or recreate the source code for any Service Materials, or re-engineer, reverse engineer, reverse compile, decompile or disassemble any Service Materials;
- (e) Customer shall not refer to or use any Service Materials (i) to modify, adapt, translate or create derivative works based upon any Service or User Guide, or combine or merge any part of any Service or User Guide with or into any other software or documentation; or (ii) as part of any effort to develop a program having any functional attributes, visual expressions or other features similar to those of any Service or to compete with Bank or its Third Party Service Providers;
- (f) upon the termination of a Service for any reason, or at any time upon request by Bank, Customer shall return to Bank in good condition any and all Service Materials; and
- (g) Customer shall pay Bank's costs, fees, and expenses for the replacement or reissuance of any lost or damaged Service Materials.

To the extent that Customer engages any third party contractor or service provider to facilitate Customer's use of any Services, Customer agrees that such party acts as Customer's agent in connection with this Master Agreement and agrees to ensure that such party observes, complies with, and does not breach any duty, term, condition, obligation, or responsibility on the part of Customer to be performed, observed or complied with pursuant to this Master Agreement. Customer further agrees that Bank shall not be responsible for, and shall have no duty to remedy or correct, any acts, omissions, breaches, defaults, or nonperformance on the part of any such third party with respect any services, products, equipment, or goods provided by such third party to Customer.

4. Security Procedures for Service Activity.

(a) As to any Security Procedures agreed to by and between Customer and Bank with respect to any Service, Customer represents that Customer has carefully considered the circumstances of Customer's use of the Service and the transactions and activity that Customer will effect through the Service, and Customer acknowledges and agrees that the Security Procedures, including (without limitation) any Security Devices used in connection therewith, constitute commercially reasonable security procedures under applicable law for the transactions and activity Customer intends to effect through the Service. Customer authorizes Bank to follow any and all instructions entered and transactions initiated using applicable Security Procedures unless and until Customer has notified Bank, according to notification procedures prescribed by Bank, that the Security Procedures or any Security Device has been stolen, compromised, or otherwise become known to persons other than Authorized Users and until Bank has had a reasonable opportunity to act upon such notice. Customer agrees that the initiation of a transaction using applicable Security Procedures constitutes sufficient authorization for Bank to execute such transaction notwithstanding any particular signature requirements identified on any signature card or other documents relating to Customer's Account, and Customer agrees and intends that the submission of transaction orders and instructions using the Security Procedures shall be considered the same as Customer's written signature in authorizing Bank to execute such transaction. Customer acknowledges and agrees that Customer shall be bound by any and all transactions and activity effected through the Service through the use of such Security Procedures, whether authorized or unauthorized, and by any and all transactions and activity otherwise initiated by Authorized Users, to the fullest extent allowed by law. Customer further acknowledges and agrees that the Security Procedures are not designed to detect error in the transmission or content of communications or instructions made through the Service and that Customer bears responsibility for detecting and preventing such error.

(b) Customer agrees to keep all Security Procedures and Security Devices protected, secure, and strictly confidential and to provide or make available the same only to Authorized Users. Customer agrees to instruct each Authorized User not to disclose or provide any Security Procedures or Security Devices to any unauthorized person. Upon the request of Bank, or as provided in any applicable Article of Part 2 of this Master Agreement or any applicable Customer Profile or Service Schedule, Customer shall designate a security administrator to whom Bank may distribute Security Devices and with whom Bank may otherwise communicate regarding Security Procedures. Customer's system administrator shall have responsibility to distribute Security Devices to Customer's Authorized Users and to ensure the proper implementation and use of the Security Procedures by Customer's Authorized Users. Where Customer has the ability to change or modify a Security Device from time to time (e.g., a password or PIN), Customer agrees to change Security Devices frequently in order to ensure the security of the Security Device. Customer agrees to notify Bank immediately, according to notification procedures prescribed by Bank, if Customer believes that any Security Procedures or Security Device has been stolen, compromised, or otherwise become known to persons other than Authorized Users or if Customer believes that any Service transaction or activity is unauthorized or in error. In the event of any actual or threatened breach of security, Bank may issue Customer a new Security Device or establish new Security Procedures as soon as reasonably practicable, but Bank shall not be liable to Customer or any third party for any delay in taking such actions.

(c) Customer agrees that Bank may rely upon any written signature if in good faith believed by Bank to be the genuine signature of an Authorized User. Each Authorized User is authorized to conduct any transaction within the scope of this Master Agreement and, unless

otherwise expressly provided in any applicable Article of Part 2 of this Master Agreement or any applicable Customer Profile or Service Schedule, any Authorized User may act alone. Customer agrees to notify Bank immediately, according to notification procedures prescribed by Bank, if the authority of any Authorized User shall change or be revoked. Customer shall recover and return to Bank any Security Devices in the possession of any Authorized User whose authority to have the Security Device has been revoked.

(d) Bank reserves the right to modify, amend, supplement, or cancel any or all Security Procedures, and/or to cancel or replace any Security Device, at any time and from time to time in Bank's discretion. Bank will endeavor to give Customer reasonable notice of any change in Security Procedures; provided that Bank may make any change in Security Procedures without advance notice to Customer if Bank, in its judgment and discretion, believes such change to be necessary or desirable to protect the security of Bank's systems and assets. Customer's implementation and use of any changed Security Procedures and/or continued use of the Service after any change in Security Procedures shall constitute Customer's agreement to the change and Customer's agreement that the applicable Security Procedures, as changed, are commercially reasonable and adequate for the purposes intended.

(e) In the event of the breach of any applicable Security Procedure, Customer agrees to assist Bank in determining the manner and source of the breach. Such assistance shall include, but shall not be limited to, providing Bank or Bank's agent access to Customer's systems, computer hardware and software, storage media and devices, and any other equipment or device that was used or may have been used in breach of the Security Procedure. Customer further agrees to provide to Bank with any analysis of such systems, computer hardware and software, storage media and devices, and other equipment or devices, or any report of such analysis, performed by Customer, Customer's agents, law enforcement agencies, or any other third party. Failure of Customer to assist Bank shall be deemed an admission by Customer that the breach of the Security Procedure was caused by a person who obtained access to transmitting facilities of Customer or who obtained information facilitating the breach of the Security Procedure from Customer and not from a source controlled by Bank.

(f) Bank reserves the right to establish from time to time, in its discretion, limitations and restrictions with respect to Service transaction amounts, frequency of Service transactions, the types of Accounts that are eligible for Services, and other matters relating to the Services based on factors deemed significant by Bank in its sole discretion. Customer agrees to abide by and be bound by all limitations and restrictions imposed from time to time by Bank, and Customer acknowledges and agrees that such limitations and restrictions are for the sole protection of the Bank. Bank will endeavor to provide Customer with reasonable notice of limitations and restrictions (except to the extent that the confidentiality thereof is necessary to maintain the security of Bank's systems); provided, that Bank may impose immediate limitations and restrictions, or make changes thereto, without advance notice to Customer if Bank, in its judgment and discretion, believes the same to be necessary or desirable to protect the security of Bank's systems and assets.

5. Physical and Electronic Security.

(a) Customer is solely responsible for providing for and maintaining the physical, electronic, procedural, administrative, and technical security of data and systems in Customer's possession or under Customer's control. Bank is not responsible for any computer viruses (including, without limitation, programs commonly referred to as "malware," "keystroke loggers," and/or "spyware"), problems or malfunctions resulting from any computer viruses, or any related problems that may be associated with the use of an online system. Any material downloaded or otherwise obtained through the use of any electronic Service is obtained at Customer's own discretion and risk, and Bank is not responsible for any damage to Customer's computer or operating systems or for loss of data that results from the download of any such material, whether due to any computer virus or otherwise. Customer is solely responsible for maintaining and applying anti-virus software, security patches, firewalls, and other security measures with respect to Customer's operating systems, and for protecting, securing, and backing up any data and information stored in or on Customer's operating systems. Bank is not responsible for any errors or failures resulting from defects in or malfunctions of any software installed on Customer's operating systems.

(b) Customer acknowledges and agrees that it is Customer's responsibility to protect itself and to be vigilant against e-mail fraud and other internet frauds and schemes (including, without limitation, fraud commonly referred to as "phishing"). Customer agrees to educate Customers Authorized Users, agents, and employees as to the risks of such fraud and to train such persons to avoid such risks. Customer acknowledges that Bank will never contact Customer by e-mail in order to ask for or to verify Account numbers, Security Devices, or any sensitive or confidential information. In the event Customer receives an e-mail or other electronic communication that Customer believes, or has reason to believe, is fraudulent, Customer agrees that neither Customer nor its Authorized Users, agents, and employees shall respond to the e-mail, provide any information to the e-mail sender, click on any links in the e-mail, or otherwise comply with any instructions in the e-mail. Customer should forward any suspected fraudulent or suspicious e-mail to phishing@regions.com or as Bank otherwise may direct. Customer agrees that Bank is not responsible for any losses, injuries, or harm incurred by Customer as a result of any electronic, e-mail, or internet fraud.

6. Data Recording. Customer agrees that Bank may (without any obligation) record, retain, and/or monitor any information, data, or communications (including, without limitation, telephone conversations) furnished, exchanged, or made in connection with this Master Agreement or any Services provided hereunder without further notice to any person. All such information, data, and communications recorded, retained, or monitored by Bank shall be and remain the property of Bank. Bank may, in its sole discretion, make such information, data or communications available to Customer upon Customer's written request therefor, and Customer agrees to pay Bank for any expenses Bank incurs in making such information, data or communications available to Customer or to any third party at Customer's request. Customer acknowledges that Customer is responsible for the maintenance and storage of Customer's own data and other information created through Customer's use of the Services.

7. Prohibited Transactions. Customer agrees to comply with all applicable laws and regulations in connection with Customer's use of the Services. Customer further agrees to be bound by operating rules and regulations imposed by any processing networks, funds transfer systems, or clearinghouses in which Bank participates and/or which process Service transactions. Customer agrees not to use or attempt to use any Service (a) to overdraw any Customer Account (unless and only to the extent that Customer has overdraft rights or privileges pursuant to an express written agreement with Bank), (b) to exceed any credit limit on any credit Account, (c) to engage in any illegal purpose or activity or to violate any applicable law, rule or regulation, (d) to breach any contract or agreement by which Customer is bound, or (e) to engage in any internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction, or (f) to engage in any transaction or activity that is not specifically authorized and permitted by this Master Agreement or the applicable Service Schedule or Customer Profile. Customer acknowledges and agrees that Bank has no obligation to monitor Customer's use of the Services for transactions and activity that is impermissible or prohibited under the terms of this Master Agreement; provided, however, that Bank reserves the right to decline to execute any transaction or activity that Bank believes violates the terms of this Master Agreement.

8. Information Obtained Through Services. Any Account, transaction, or activity information that is provided to Customer through a Service will include a date and/or time as of when such information is current. Customer acknowledges that such information may not reflect transactions and activity in process and may, therefore, differ from Customer's own records. The number of records available through any Service, and the period of time during which such records may be available, will be determined by Bank from time to time in its discretion. Bank makes no representation or warranty as to the completeness, accuracy, reliability, or currency of any third party information or data that Customer obtains through the use of any Services. Customer agrees to promptly and regularly review Account, transaction, and activity information that is made available through applicable Services and to notify Bank immediately of any errors or suspected unauthorized transactions or activity, according to notification procedures prescribed by Bank. Customer agrees not to rely or act upon any data or information obtained through the Services that Customer knows, or has reason to know, is erroneous, incomplete, or not current.

9. Electronic Records and Signatures. Customer agrees and consents to enter into agreements and to accept Service terms, conditions, and information electronically, and otherwise to transact Service business with Bank electronically, as Bank directs or requires. Customer agrees that Customer's use of electronic sounds, symbols, or processes required by Bank to establish Customer's acceptance of or agreement to Service terms, conditions, and/or disclosures constitutes Customer's electronic signature and signifies Customer's intent to be bound. To the extent that any Service provides for the use and delivery of electronic records, Customer consents to the receipt of electronic records of Service information, documentation, and data in lieu of a hard or paper copy or version thereof. Customer agrees that Customer shall not alter any electronic information, data, or records furnished by Bank, and Customer agrees that Bank's record of any such information, data, or records is the best evidence of the information set forth therein. Bank reserves the right to furnish to Customer, and the right to require Customer to furnish to Bank, writings or paper copies of information, communications, data, or records relating to any Service, in lieu of and/or in addition to electronic records thereof, at any time in Bank's discretion.

10. Customer Information. Customer shall from time to time provide Bank with such financial and other information or documentation as Bank may request for the purpose of determining Customer's eligibility and/or qualifications for any Service, for the purpose of enabling Bank to provide or deliver the Services, or for the purpose of enabling Bank to comply with applicable laws and regulations (including, without limitation, such information as Bank may require relating to Authorized Users and such information or documentation as Bank may require with respect to Customer's corporate or organizational authorizations and resolutions). Customer agrees to provide any information promptly upon Bank's request therefor, in the form required by Bank. Customer authorizes Bank to investigate or reinvestigate at any time any information provided by Customer and to request reports on Customer's financial condition and business affairs from third party reporting agencies from time to time as Bank deems desirable in its discretion. Customer further agrees to execute and deliver such additional documentation as Bank may from time to time require to confirm Customer's continuing eligibility for and agreement to the terms and conditions for the use of the Services. Customer agrees that Bank may disclose Customer information to third parties as Bank deems necessary or convenient in order to discharge Bank's duties and responsibilities in the delivery of the Services and in the execution of Service transactions and activity, and/or as necessary for Bank to comply with applicable law or regulation. Customer further agrees to permit Bank physical access to Customer's facilities from time to time upon Bank's request for the purpose of verifying any information provided by Customer in connection with the Services and/or for the purpose of verifying Customer's compliance with the terms and provisions of this Master Agreement or any applicable Service Schedule.

11. Fees and Charges. Customer agrees to pay all fees, charges, and assessments imposed by Bank for use of the Services, as set forth in the applicable Service Schedules or in Bank's fee schedules. Bank, in its discretion, may collect any fees, charges, assessments, taxes, and commissions due from Customer by debiting any Customer Account, by billing Customer, or by considering amounts due in any Account analysis performed by Bank with respect to Customer's Account(s). Customer acknowledges and agrees that any fees, charges, or assessments imposed in connection with the Services are in addition to any costs, fees, or expenses Customer may incur with respect to maintaining or using any Account with Bank, using or purchasing any services or products other than the Services, and/or establishing any capabilities necessary for the use of the Services (including, without limitation, telephone or internet access service and/or any required software, hardware, or equipment).

12. Checks and Other MICR Documents. Customer shall purchase all checks and other magnetic ink character recognition ("MICR") documents from vendors selected or approved by Bank. In the event that Customer selects its own vendor for checks or other MICR documents, subject to Bank's approval, Customer must submit sample documents to Bank for testing before any applicable Service involving such documents is rendered. Checks and other MICR documents must meet the standards and specifications required by Bank from time to time in its discretion. If Customer encodes any information on checks, deposits, or other items in magnetic ink, Customer warrants that the information encoded is accurate and correct. Customer agrees to defend, indemnify, and hold Bank harmless from and against any loss, claim, action, or expenses

(including reasonable attorneys' fees) arising out of or relating to any and all Customer encoding errors. Without regard to whether Customer purchases MICR documents from a vendor selected by Customer or by Bank, whether the MICR items meet the Bank's specifications, or whether the Customer encodes its own items, the reject rate of the MICR documents shall not exceed the rate established from time to time by Bank in its discretion. If the reject rate of Customer's MICR documents exceeds Bank's established reject rate, Customer agrees that Bank may, at its option, terminate any applicable or affected Service or assess additional fees for rendering the Service.

13. No Obligation to Lend; Overdrafts. Customer acknowledges and agrees that nothing in this Master Agreement shall be deemed to constitute a credit facility of any kind or nature whatsoever in favor of Customer, or to create any right on the part of Customer to borrow funds from Bank, or to create any obligation on the part of Bank to lend funds to Customer. Bank, in Bank's sole and absolute discretion, and without any obligation to Customer whatsoever, may execute any Service transaction notwithstanding that the collected balance in Customer's Account is insufficient to fund the transaction. Without limiting any other rights, remedies, or recourse available to Bank, in the event that any Service transaction creates an overdraft in Customer's Account or causes Customer's collected balance to become negative, Customer shall promptly reimburse Bank in full, and shall pay to Bank any applicable fees and/or interest, upon Bank's demand. Notwithstanding any prior action or course of conduct on the part of Bank, Customer agrees that Bank's failure to execute any Service transaction that is presented against insufficient funds or that would cause Customer's Account to be overdrawn if executed shall not be construed as a wrongful dishonor of the transaction or a breach on the part of Bank. The provisions of this section are not intended to affect, annul, modify, or amend the express terms and conditions of any applicable Article of Part 2 of this Master Agreement or any applicable Service Schedule or any separate written overdraft or credit agreement between Customer and Bank in respect of Customer's Account.

14. Representations and Warranties. Customer represents and warrants to Bank as follows:

- (a) The acceptance and performance of this Master Agreement, and any Customer Profile or Service Schedule, are within Customer's organizational power and have been duly authorized by all necessary organizational action.
- (b) The person who accepts this Master Agreement on behalf of Customer, and any person who accepts, completes, and/or executes any Customer Profile or any Service Schedule, has been duly authorized to do so, and this Master Agreement, together with any applicable Customer Profile or Service Schedule, constitutes the legal, valid, and binding obligation of Customer and is enforceable against Customer in accordance with its terms.
- (c) All information at any time provided by Customer to Bank in respect of Customer's business affairs and financial condition is accurate and complete and truthfully reflects the business and financial condition of Customer as of the period(s) covered by such information.
- (d) Any and all information and data at any time provided by Customer, or by Customer's Authorized Users, employees, agents, and/or representatives, to Bank in respect of Service transactions, activity, or inquiries initiated by or on behalf of Customer is accurate, complete, and without error, and Bank may rely thereon without verification in the performance of Bank's duties and responsibilities under this Master Agreement and in the execution of such transaction, activity, and inquiries.

15. Confidential Information. Customer acknowledges and agrees that Bank, or its Third Party Service Providers, as the case may be, has a proprietary and protectable interest in the Confidential Information and that the Confidential Information, including, without limitation, any related patent, copyright, trademark, service mark, trade secret, intellectual property or other ownership rights, is and shall remain the exclusive property of Bank, or its Third Party Service Providers, as applicable, even with respect to Confidential Information created by Bank or its Third Party Service Providers specifically for or on behalf of Customer. All Confidential Information provided to Customer in connection with any Service is provided on a strictly confidential or limited use basis. All copies of Confidential Information in Customer's possession shall remain the exclusive property of Bank or its Third Party Service Providers, as applicable, and shall be deemed to be on loan to Customer during the term of Customer's enrollment in the Service for which the Confidential Information was provided. Customer agrees (a) to keep all Confidential Information confidential and not to use or disclose any Confidential Information for any purpose other than the purpose for which such information was provided in connection with the Services; (b) to restrict access to Confidential Information to those persons who are actively and directly participating in the use of the Services and who need to know such information in order to use the Services on behalf of Customer; (c) to cause any and all persons or entities who have access to Confidential Information by or through Customer, including (without limitation) Customer's contractors and service providers, to observe and comply with the terms of Customer's confidentiality obligations; (d) not to copy or duplicate any Confidential Information except as expressly authorized in writing by Bank; (e) to treat any and all copies of, and notes, memoranda, analyses, compilations, abstracts, synopses, studies of other material produced from, the Confidential Information as Confidential Information; (f) remove, erase or tamper with any copyright or other proprietary notice printed or stamped on, affixed to, or encoded or recorded in any Confidential Information, or fail to preserve all copyright and other proprietary notices in any authorized copy of any Confidential Information made by Customer; (g) not to use Confidential Information in any way that is detrimental to Bank; and (h) upon the termination or cancellation of any Service for any reason, to promptly return to Bank all related Confidential Information. In the event Customer shall inadvertently receive from Bank any data or information pertaining to a customer of Bank other than Customer, Customer agrees to treat such data or information as Confidential Information, to promptly notify Bank of Customer's receipt thereof, and to promptly return such data or information to Bank in accordance with Bank's instructions. In the event of a breach by Customer of any of its obligations regarding the use and treatment of Confidential Information, Bank shall have, in addition to any other rights and remedies available at law or in equity, the right to obtain interim, interlocutory and permanent injunctive relief without the necessity of proving either actual damage or that any irreparable harm would or might result from a

failure to obtain such injunctive relief, it being acknowledged and agreed by Customer that any such breach will cause irreparable harm to Bank and that monetary damages, alone, will not provide an adequate remedy (provided, that nothing shall preclude Bank from seeking and collecting monetary damages).

16. Standard of Care.

(a) Bank's responsibility to Customer under this Master Agreement, and in performing its duties and obligations with respect to any Service, is limited to the exercise of ordinary care and good faith. If Bank substantially complies with the terms, conditions, and provisions set forth in this Master Agreement and in the applicable Customer Profile(s) and Service Schedule(s), Bank shall be deemed to have exercised ordinary care and good faith. Customer agrees that clerical errors and mistakes do not constitute a failure to exercise ordinary care or to act in good faith. Bank makes no, and hereby disclaims any, representation or warranty that any Service will meet Customer's requirements or expectations or that any Service will be uninterrupted, timely, secure, or error-free. Bank further disclaims any representation or warranty that any errors in technology will be corrected. To the fullest extent permitted by law, and except as otherwise expressly provided by the terms of this Master Agreement or any applicable Customer Profile or Service Schedule (and only to the extent so provided), Customer agrees that Customer assumes and bears all risk as to unauthorized transactions, activity, and inquiries effected through the Service(s), and Customer agrees that Bank shall have no liability to Customer whatsoever for any unauthorized transaction, activity, or inquiry effected through any Service.

(b) Customer agrees that Customer's use of the Services is at Customer's sole risk, and that the Services are provided on an "AS IS" and "AS AVAILABLE" basis. Customer further agrees and acknowledges that Bank may from time to time temporarily suspend or interrupt the operation of any Service, without notice or liability to Customer, for maintenance or for any other operational or business needs as determined by Bank. Bank expressly disclaims all warranties of any kind relating to the Services and/or to the Service Equipment, and/or to any equipment or third party services obtained by Customer, whether express or implied, including (without limitation) the implied warranties of MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, and noninfringement, and any implied warranties arising from course of dealing or course of performance. Customer acknowledges and agrees that no advice, statement, or information, whether oral or written, obtained by Customer from Bank or its representatives, or through or from Customer's use of any Service shall create any warranty, representation, promise, or agreement on the part of Bank not expressly stated in this Master Agreement or in any applicable Customer Profile or Service Schedule.

(c) Bank shall not be responsible for any nonperformance or delay in performance of any of Bank's obligations, responsibilities, and/or covenants hereunder, whether expressed or implied, nor shall Bank be liable to Customer for any losses, costs, expenses, liabilities, claims or damages whatsoever, if at any time, or from time to time, performance thereof shall be prevented or hindered by, or be in conflict with, or such losses, costs, expenses, liabilities, claims or damages result in whole or in part from, (i) any federal or state law, regulation or rule, or the order of any court of competent jurisdiction; (ii) any processing network, funds transfer system, or clearinghouse operating rule or regulation; (iii) any Act of God, war, epidemic, strike, lockout, riot, weather conditions, equipment or computer failure or malfunction, material shortage, electrical power disruption or shortage, or communication, telephone or internet failure or malfunction; (iv) stoppages of the U.S. Postal Service and/or commercial carriers, or acts, omissions, or errors of any carrier and/or agent operating between Customer and Bank and/or any other party participating in transactions or activity contemplated by this Master Agreement; (v) any incorrect, unauthorized, or fraudulent use or other fraud by any person other than Bank's employees; or (vi) without limiting the generality of the foregoing, any other cause or circumstance beyond Bank's reasonable control or other conditions or circumstances not wholly controlled by Bank.

(d) To the fullest extent permitted by law, and except as otherwise expressly provided by the terms of this Master Agreement or any applicable Customer Profile or Service Schedule (and only to the extent so provided), Customer agrees that in no event shall Bank be liable to Customer in connection with any matter contemplated by or within the scope of this Master Agreement, or in performing or failing to perform, or in erroneously performing, any transactions or activity contemplated by or within the scope of this Master Agreement, for any incidental, special, indirect, punitive, exemplary, or consequential damages of any kind, including (without limitation) lost profits or attorneys' fees, regardless of whether Bank was advised, had reason to know, or in fact knew of the possibility thereof, or for any other damages whatsoever, regardless of the form of action, whether in contract, warranty, tort (including, without limitation, negligence), strict liability, or otherwise. Bank's liability to Customer under this Master Agreement shall be limited to correcting errors resulting from Bank's failure to exercise ordinary care or to act in good faith.

17. Service Availability. Customer acknowledges and agrees that the performance and completion of Service transactions are subject to Bank's business days and hours of operation, Bank's published policies and procedures, the hours of operation of departments within Bank performing Service transactions, applicable law, the provisions of this Master Agreement and any Customer Profile or Service Schedule, and the provisions of other Bank customer agreements governing specific transactions to be performed pursuant to the Services, and Customer agrees that Bank shall not be liable for any delay in the processing or settlement of Service transactions resulting from the foregoing. Customer further acknowledges and agrees that Bank and/or its Third Party Service Provider, each in its sole and absolute discretion, reserve the right to refuse to process any Service transaction without liability to Customer. Customer acknowledges and agrees that Bank or its Third Party Service Provider may from time to time communicate directly with any party to Customer's Service transactions (including, without limitation, payees of payment transactions executed through a Service) in order to perform and deliver the Services and to process and execute Service transactions.

18. Termination.

(a) (i) Subject to the terms of Section 18(a)(ii) below, Customer may terminate Customer's enrollment in and use of any Service at any time upon written notice to Bank, as provided in this Master Agreement or in the applicable Service Schedule. Customer agrees that Bank shall have a reasonable opportunity to act upon any termination notice submitted by Customer. Upon Customer's termination of any Service, Bank reserves the right to complete or cancel, in Bank's sole and absolute discretion, any pending Service transactions, activity, or inquiries.

(ii) In the event any Service constitutes an operational service that is provided in connection with any deposit account Customer maintains with Bank, and to the extent necessary to qualify the related deposit account as an operational deposit for purposes of liquidity coverage laws or regulations to which Bank is subject, Customer may not terminate Customer's enrollment in and use of such Service without first giving Bank written notice of termination (x) at least 30 calendar days in advance of the effective date of such termination or (y) according to the applicable notice interval provided in Service Schedule governing such Service (if any), whichever of (x) or (y) shall result in greater advance notice to Bank. For purposes of this Section 18(a)(ii), the terms "operational deposit" and "operational service" shall have the meanings respectively ascribed to them by 12 CFR Part 249, as amended or as replaced by any successor law, regulation, or rule binding on Bank.

(b) Bank may terminate Customer's enrollment in and use of any Service at any time upon at least thirty (30) days' prior written notice to Customer; provided, that Bank may terminate or suspend Customer's use of any Service (including, without limitation, any pending transactions, activity, or inquiries) immediately and without prior notice to Customer in the event that:

- (i) Customer shall breach or default in the due observance or performance of any obligation, covenant, condition or agreement on the part of Customer to be observed or performed pursuant to the terms of this Master Agreement or with respect to any Service;
- (ii) Customer shall breach or default in the due observance or performance of any obligation, covenant, condition or agreement on the part of Customer to be observed or performed pursuant to the terms of any other agreement or contract by and between Customer and Bank;
- (iii) any representation or warranty made by Customer shall prove to be false or misleading in any material respect as of the time made, or any report, data, information, certificate, financial statement or other instrument furnished by Customer in connection with this Master Agreement or any Service shall prove to be false or misleading in any material respect as of the time furnished;
- (iv) Customer or any person or entity which has guaranteed the payment and performance of Customer's obligations under this Master Agreement or with respect to any Service (together with Customer, the "Obligors") shall (A) apply for or consent to the appointment of a receiver, trustee, liquidator or other custodian for Obligor or any of Obligors properties or assets, (B) fail or admit in writing Obligor's inability to pay its debts generally as they become due, (C) make a general assignment for the benefit of creditors, (D) suffer or permit an order for relief to be entered against Obligor in any proceeding under the federal Bankruptcy Code, or (E) file a voluntary petition in bankruptcy, or a petition or an answer seeking an arrangement with creditors or to take advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute, or an answer admitting the material allegations of a petition filed against Obligor in any proceeding under any such law or statute, or if partnership action shall be taken by any Obligor for the purpose of effecting any of the foregoing;
- (v) a petition shall be filed, without the application, approval or consent of Obligor in any court of competent jurisdiction, seeking bankruptcy, reorganization, rearrangement, dissolution or liquidation of Obligor or of all or a substantial part of the properties or assets of Obligor, or seeking any other relief under any law or statute against Obligor, or the appointment of a receiver, trustee, liquidator or other custodian of such Obligor or of all or a substantial part of the properties or assets of such Obligor, and such petition shall not have been stayed or dismissed within sixty (60) days after the filing thereof;
- (vi) any Obligor shall die, if an individual, be dissolved or liquidated, if an entity, or cease to be solvent or suspend or discontinue business in the ordinary course;
- (vii) any writ of execution, attachment or garnishment shall be issued against a substantial portion of the assets of any Obligor and such writ of execution, attachment or garnishment shall not be dismissed, discharged or quashed within thirty (30) days of issuance;
- (viii) any final judgment for the payment of money in excess of \$50,000 shall be rendered against any Obligor and the same shall remain undischarged for a period of thirty (30) days during which execution shall not be effectively stayed;
- (ix) any guarantor of Customer's obligations shall default in the due observance or performance of any covenant, condition or agreement on such guarantor's part to be observed or performed under such guarantor's guaranty agreement or shall terminate or attempt to terminate such guarantor's guaranty agreement; or

- (x) in Bank's discretion and judgment (A) there has been an adverse change in Customer's financial condition or business or (B) Customer may not have sufficient available funds in its Account on any settlement date in connection with a Service which requires funds to be available, or (C) Bank deems itself or its assets insecure or at unreasonable exposure or risk with respect to any Service transaction, activity, or inquiry.

(c) No termination of any Service for any reason shall relieve Customer of any liability for Customer's obligations which have accrued prior to the effective time of termination or for Customer's obligations and duties hereunder which by their nature or by express provision are intended to survive termination. Following any termination of a Service, Customer shall pay or perform any and all related outstanding obligations, and return to Bank any and all related Service Materials and Confidential Information, promptly upon Bank's demand. No termination or suspension of any Service by Bank, and no failure on the part of Bank to demand payment or performance of any outstanding obligations, shall limit Bank's right to pursue any recourse and remedies available to Bank in the event of breach by Customer of any terms, provisions, or conditions of this Master Agreement.

19. Indemnification. Except for those losses caused directly by Bank's gross negligence or intentional acts, Customer agrees to indemnify, defend, and hold Bank, its officers, directors, shareholders, agents, employees, and affiliates, and their respective officers, directors, agents and employees, harmless from and against any and all losses, costs, suits, damages, claims, liabilities, and expenses (including, without limitation, reasonable attorneys' fees) arising from or related in any way to (a) any Service transaction or activity performed in compliance with Customer's instructions or directions, (b) Bank's action or inaction in reliance upon any instructions or information received from any Authorized User or any other person reasonably believed by Bank to be an authorized representative of Customer, (c) any Service transaction, inquiry, or activity initiated using Security Procedures, whether or not the person initiating such transaction, inquiry, or activity is an Authorized User or other authorized representative of Customer, (d) breach by Customer or any of Customer's agents, representatives, employees, service providers, or contractors of any of Customer's covenants, agreements, responsibilities, representations or warranties under this Master Agreement, and/or (e) breach or violation by Customer or any of Customer's agents, representatives, employees, service providers, or contractors of applicable laws, rules or regulations. Without limiting or diminishing any other obligations of Customer to Bank described in this section, Customer also agrees to fully cooperate with and assist Bank in any efforts on the part of Bank to recover from any third party or parties any losses incurred by Bank as a result of the execution of any Service transaction or activity.

20. Notices and Communications.

(a) Subject to the following provisions of this section, all notices, demands, requests, or other communications which may be or are required to be given, served, or sent pursuant to this Master Agreement or with respect to any Service shall be in writing and shall be delivered by personal or hand delivery, facsimile transmission, nationally recognized express overnight delivery service (with charges therefor prepaid), or certified or registered mail, return receipt requested (with postage therefor prepaid). Notices shall be deemed received upon receipt, if hand or personally delivered, the next business day after the notice has been transmitted by facsimile or deposited with a nationally recognized express overnight delivery service, or the third business day after the notice has been deposited with the United States Postal Service. Bank may transmit notices to such physical address, mailing address, or facsimile number which Bank reasonably believes to be correct contact information for Customer based upon any Customer records on file with Bank. Customer shall transmit notices to the Bank as follows:

Regions Bank
Commercial Client Services
250 Riverchase Parkway East
Birmingham, Alabama 35244
Fax (205) 560-5193 or (205) 560-5194

(b) Customer agrees that Bank may send notifications to Customer hereunder and/or with respect to any Service (including, without limitation, change of terms notices and any information, disclosures, and/or notices relating to the Services) in electronic form, either by posting such information, disclosures, and notices at Bank's website at Regions.com or by transmitting them, or notice of the availability thereof at Bank's website, to any e-mail address that Customer has provided in connection with Customer's use of the Services. Customer shall be deemed to have received electronic notices or disclosures three (3) days after Bank posts them at Bank's website or transmits them, or notice of the availability thereof at the applicable website, to Customer's e-mail address, as applicable, whether or not Customer has retrieved them by that time. Customer agrees to frequently and regularly retrieve Customer's e-mail and review posted messages and information at Bank's website to ensure that Customer is aware of current terms, conditions, and information relating to the Services. Bank reserves the right at any time, in Bank's 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 its Account, paper copies of any information, disclosures and/or notices relating to the Services in lieu of or in addition to electronic versions thereof.

(c) Except as otherwise expressly provided in any applicable Article of Part 2 of this Master Agreement or any applicable Customer Profile or Service Schedule, Customer agrees that Bank may transmit confidential information, including (without limitation) Security Devices, to the current mailing address shown in Bank's records for any of Customer's Accounts, or to the e-mail address Customer has provided in connection with Customer's use of the applicable Service, whether or not that address includes a designation for delivery to the attention of any particular individual. Customer further agrees that Bank shall not be responsible or liable to Customer in any way in the event that such properly addressed information is intercepted by an unauthorized person, either in transit or at Customer's place of business.

(d) Customer agrees to keep its mailing address(es) and any applicable e-mail address(es) current and updated with Bank at all times. In the event of notices sent to Customer via e-mail, Customer agrees that Bank is under no obligation to re-send, re-transmit, or otherwise deliver to Customer any Service notifications or information that Bank has transmitted to Customer's e-mail address and that has been returned "undeliverable" or otherwise rejected for delivery.

(e) In the event that Customer believes that any Security Procedures or Security Device has been stolen, compromised, or otherwise become known to persons other than Authorized Users, or if Customer has revoked or limited the authority of any Authorized User, or if Customer believes that any Service transaction or activity is unauthorized or in error, Customer shall notify Bank immediately by calling 1-800-787-3905.

(f) With respect to Service communications exchanged between Bank and Customer via e-mail or other electronic messaging, Customer (i) agrees that Bank has no obligation to monitor or investigate the use of Customer's computer system or the source of any communication received from Customer bearing Customer's e-mail address or other information that identifies the sender as Customer, (ii) releases Bank from any claim or liability arising from or in connection with any communications sent or received using e-mail or other electronic messaging, and (iii) agrees to indemnify and hold harmless Bank from all claims, losses, expenses or liability arising in any way out of or connected in any way with the use of e-mail or other electronic messaging for the communication of Service information between Bank and Customer. Customer acknowledges and agrees that no provision of this Master Agreement relating generally to communications between Bank and Customer via e-mail or other electronic messaging shall displace or modify any specific requirement set forth in this Master Agreement, in any Customer Profile or Service Schedule, or in any other agreement or term between Customer and Bank that Customer communicate in writing (and not electronically) or in any particular mode or fashion to Bank, and Customer agrees to observe and comply in any event with any such requirement in all applicable instances.

(g) The general provisions of this section are subject and subordinate to any specific provisions for the giving of notice under particular circumstances or conditions as set forth elsewhere in this Master Agreement or in any applicable Customer Profile or Service Schedule.

21. Entire Agreement; Services Provided by Third Parties.

(a) Bank and Customer agree that the terms, conditions, and provisions of all applicable Customer Profiles, Service Schedules, and User Guides, all as may be amended from time to time, are incorporated into this Master Agreement and made a part hereof by reference. This Master Agreement, together with applicable Customer Profiles, Service Schedules, and User Guides, as amended, constitutes the current, sole and entire agreement between Customer and Bank with respect to the Services. This Master Agreement supplements, but does not replace, other agreements, terms and conditions governing Customer's Accounts and/or any other services used by Customer in relation to Customer's Accounts (including, without limitation, the deposit agreement governing Customer's Accounts). Such other agreements, terms and conditions remain in full force and effect, and Bank may apply the provisions thereof to Customer's use of the Services, as the context may require; provided, however, that in the event of a conflict between the terms of this Master Agreement and those of any other agreement, the express terms of this Master Agreement, or the terms of any Customer Profile, Service Schedule or User Guide, as applicable, shall control with respect to the Services.

(b) Customer acknowledges and agrees that Bank, in its sole and absolute discretion, may arrange for Third Party Service Providers to provide certain Services, or elements, functions, or features thereof or products relating thereto, to Customer and that Customer may be required to enter into contracts directly with Third Party Service Providers in order to obtain such Services ("Third Party Service Agreements"). Customer acknowledges that Bank is not a party to any Third Party Service Agreement, except to the extent that Bank otherwise expressly agrees in writing, and Customer agrees that Bank assumes no responsibility for, and shall have no liability to Customer for, the performance, nonperformance, or negligent performance of any obligations under any Third Party Service Agreement. Customer agrees to look solely to the Third Party Service Provider, and not to Bank, for the performance of any applicable Third Party Service Agreement, for the enforcement of any rights or remedies thereunder, and for the delivery of the Service contemplated thereby. No breach or default by any Third Party Service Provider under any Third Party Service Agreement shall in any way relieve Customer of Customer's obligations to Bank under this Master Agreement or allow Customer to withhold the performance thereof. Customer further agrees to indemnify, defend, and hold harmless Bank from and against any and all liability, losses, or claims arising out of or in any way related to any breach or default on the part of Customer with respect to any Third Party Service Agreement. In the event of a conflict between the terms of this Master Agreement and those of any Third Party Service Agreement, the terms of the Third Party Service Agreement shall control with regard to the relationship between Customer and the Third Party Service Provider and the Third Party Service Provider's provision of the Service contemplated thereby. The provisions of this subsection are not intended to limit or affect any other terms, provisions, or conditions of this Master Agreement relating to Customer's dealings or relationships with third parties in the course of using the Services contemplated by this Master Agreement.

22. Amendments.

(a) Bank shall have the right to modify, amend, change, or supplement the terms of this Master Agreement, any Customer Profile, and/or any Service Schedule (including any separate sections thereof), and/or the fees, charges, and other terms and conditions applicable to the Services, at any time and from time to time in Bank's discretion upon written or electronic notice to Customer, including (without limitation) by posting notice in Bank's manned offices where deposits are received, by including notice with or on Customer's account statement, or by posting notice on Bank's official web site at <http://www.regions.com> or any subsequent official Bank web site. Customer agrees that a summary of any

change in terms is sufficient notice. Any changes made by Bank shall be effective as of the time Bank determines, as provided in Bank's notice. Customer agrees that Bank may from time to time in its discretion add to, modify, and/or delete administrative and operational features and elements applicable to the use of the Services (including, without limitation, User Guides) and/or make any changes that are in Customer's favor without notice to Customer. If Customer does not agree to any change or amendment, Customer must discontinue its use of the Services. By using any Service after any such change or amendment, Customer agrees to that change or amendment.

(b) Customer may in no way alter, modify, amend, or supplement this Master Agreement, or any Customer Profile, Service Schedule, or other document or agreement constituting a part of this Master Agreement, without Bank's express written agreement and consent in each instance. Customer acknowledges and agrees that no practice or course of dealing between Customer and Bank, nor any oral representations or communications by Customer and/or any of Bank's agents, employees or representatives, which vary the terms and conditions of this Master Agreement, or any applicable Customer Profile or Service Schedule, shall constitute a modification or amendment of the terms and conditions thereof. Notwithstanding the foregoing, Customer may from time to time request Bank to change, add, or delete certain specifications, terms, set-up instructions, or features of Services used by Customer by telephoning Bank, by electronic communication, or by other means of communication. Bank may make such changes, additions, or deletions in Bank's sole and absolute discretion without further action on the part of Customer and without execution of any additional documentation by and/or between Customer and Bank, and Customer agrees that Customer shall be bound by any such changes, additions, or deletions made by Bank in reliance upon the instructions given by any Authorized User or any other person reasonably believed by Bank to be an authorized representative of Customer.

23. **Remedies; Waiver.** The rights, remedies, and recourse afforded to Bank with respect to the enforcement of this Master Agreement, whether arising in law or in equity, are cumulative and concurrent and may be exercised by Bank in such order and in such manner as Bank may determine in Bank's sole and absolute discretion. No delay or omission by Bank in exercising any right or remedy under this Master Agreement or applicable law shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy shall not preclude further exercise of that right or remedy or the exercise of any other right or remedy. No waiver shall be valid unless in writing and signed by Bank. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions. Where this Master Agreement or applicable law permits Bank to take action, or not to take action, in Bank's discretion on any matter, any action or inaction on Bank's part with respect to such matter shall not obligate Bank to repeat such action or inaction with respect to similar matters that may subsequently arise. Except as otherwise required by the express terms and provisions of this Master Agreement, or any applicable Customer Profile or Service Schedule, no notice to or demand on Customer in any case shall entitle Customer to any other or further notice or demand in similar or other circumstances.

24. **Assignment; Successors and Assigns.** Customer may not assign or transfer this Master Agreement, or any of Customer's rights hereunder, in whole or in part, whether voluntarily, involuntarily or by operation of law or otherwise, including (without limitation) by merger, consolidation, dissolution, sale of a controlling interest or otherwise, without Bank's prior written acknowledgement and consent, which may be granted or withheld in Bank's absolute discretion. Any such assignment without Bank's prior written acknowledgement and consent shall be void and of no force or effect; *provided*, that Bank shall have the right, at its option and discretion, to enforce any of Customer's liabilities, duties, and obligations hereunder against any purported assignee of Customer. Bank may assign this Master Agreement and/or any or all of Bank's rights hereunder, or delegate any or all of Bank's responsibilities or duties hereunder, to any third party or parties in Bank's discretion and without notice to Customer. Subject to the foregoing, this Master Agreement shall be binding on the parties hereto and their respective successors and assigns.

25. **ARBITRATION AND WAIVER OF JURY TRIAL.** Except as otherwise expressly provided in this section, and subject to the dispute resolution requirements of any applicable funds transfer system or network or clearinghouse, Customer and Bank agree that either party may elect to resolve by binding arbitration any controversy, claim, counterclaim, dispute, or disagreement between Customer and Bank (a "Claim") that arises from or relates to (a) the interpretation, execution, performance, administration, amendment, or modification of this Master Agreement; (b) any Account or any Service transaction, activity, or inquiry; (c) any charge or cost incurred pursuant to this Master Agreement; (d) the collection of any amounts due with respect to this Master Agreement or any Account; (e) any alleged contract or tort arising out of or relating in any way to this Master Agreement, any Account, any Service transaction, activity or inquiry, any advertisement or solicitation, or Customer's business, interaction or relationship with Bank; (f) any breach of any term, provision, representation, or warranty set forth of this Master Agreement; (g) any statements or representations made with respect to this Master Agreement, any Account, any Service transaction, activity or inquiry, any advertisement or solicitation, or Customer's business, interaction or relationship with Bank; or (h) any of the foregoing arising out of or in connection with, or relating to, any agreement, instrument, or document which relates to this Master Agreement, any Account, any Service transaction, activity or inquiry, or Customer's business, interaction or relationship with Bank (including, without limitation, any Customer Profile, Service Schedule, or User Guide). If either party elects to arbitrate, the Claim shall be settled by binding arbitration under the Federal Arbitration Act ("FAA"). This agreement to arbitrate shall include any Claim involving Bank's officers, directors, employees, agents, representatives, contractors, subcontractors, parent, subsidiaries, affiliates, successors, assigns, any third party that assigned any agreements to Bank, and any of the respective employees, officers, agents or directors of such affiliates or third parties, and any such Claim against any of those parties may be joined or consolidated with any related Claim against Bank in a single arbitration proceeding. In addition, if Bank becomes a party in any lawsuit involving Customer and any third party(ies), whether through intervention by Bank or by motion made by Customer or any third party(ies), Bank may elect to have all claims in that lawsuit between Customer and such third party(ies) resolved by binding arbitration under this agreement.

The arbitration shall be administered by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules (the "Arbitration Rules") in effect at the time the demand for arbitration is filed. In the event of a conflict between the Arbitration Rules and this Master Agreement, this Master Agreement shall control. Each party shall be responsible for its own costs, fees, and expenses incurred in connection

with an arbitration proceeding; provided, that any prevailing party may seek the recovery of, and the arbitrator(s) may award or apportion, costs, fees, and/or expenses, as provided under the terms of this Master Agreement or the Arbitration Rules, or as required by applicable law.

The arbitration of any Claim of \$100,000 or greater shall be conducted by a panel of three arbitrators. The arbitration of any Claim of a lesser amount shall be conducted by one arbitrator. The arbitrator(s) shall be selected from the AAA's panel of arbitrators by mutual agreement between Customer and Bank. If the parties cannot agree on the arbitrator(s), the AAA shall appoint the arbitrator(s). Except as expressly provided in this agreement to arbitrate, no Claim may be joined with another dispute or lawsuit, or consolidated with the arbitration of another Claim, or resolved on behalf of a class of similarly situated persons, or brought as private attorney general or on another similar representative basis. All statutes of limitation, defenses, and attorney-client and other privileges that would apply in a court proceeding shall apply in the arbitration. Any in-person arbitration hearing shall be held in the federal judicial district embracing Birmingham, Alabama. Any dispute regarding whether a particular controversy is subject to arbitration, including any claim of unconscionability and any dispute over the scope or validity of this agreement to arbitrate disputes or of this entire Master Agreement, shall be decided by the arbitrator(s). The arbitrator(s) shall establish such reasonable procedures as may be necessary for the reasonable exchange of information between the parties prior to such arbitration. In rendering an award, the arbitrator(s) shall apply applicable contract terms, statutes and legal precedent and shall follow the Federal Rules of Evidence, enforce applicable privileges, and employ applicable burdens of proof. The arbitrator(s) shall award only such relief as a court of competent jurisdiction could properly award under applicable law. The findings, reasoning, decision, and award of the arbitrator(s) shall be set forth in writing and shall be based upon and be consistent with the law of the jurisdiction that applies to this Master Agreement. Judgment on the arbitration award may be entered in any court having jurisdiction.

In the event that the arbitration results in an award which imposes an injunction on you or on us, or contains a monetary award in excess of two hundred fifty thousand dollars (\$250,000.00), the award shall be reviewable on appeal initiated within 30 days of the award by a panel of three new arbitrators selected to hear the appeal under the procedure for appointment from the national roster as provided by Commercial Arbitration Rule 11. Such review shall apply the substantive and procedural standards normally applying to an appeal of a judgment from a trial court of competent jurisdiction. However, if the award does not impose an injunction on you or on us or contain a money award in excess of two hundred fifty thousand dollars (\$250,000.00), then the award shall not be appealable and shall only be subject to such challenges as would otherwise be permissible under the FAA.

This agreement to arbitrate does not limit the right of Customer or Bank, whether before, during or after the pendency of any arbitration proceeding, to exercise self-help remedies such as set-off, repossession, trustee's sales and the like. This agreement to arbitrate does not limit the right of Customer or Bank, whether before or during the pendency of any arbitration proceeding to bring an action (individually, and not on behalf of a class) to obtain provisional or ancillary remedies or injunctive relief (other than a stay of arbitration) to protect the rights or property of the party seeking such relief. However, the arbitrator(s) shall have the power to vacate and/or stay any such proceedings or orders granting provisional or ancillary remedies or injunctive relief, upon application by Customer or Bank. The taking by either Customer or Bank of any of self-help remedies or by filing any action in court, including, but not limited to, the actions described in the preceding sentence, shall not be deemed to be a waiver of the right to elect binding arbitration of any Claim upon the filing of a counterclaim or the like by either Customer or Bank in response to any such action. Customer and Bank specifically acknowledge and agree that this Master Agreement evidences a "transaction involving commerce" under the FAA, and hereby waive and relinquish any right to claim otherwise.

If any term or provision of this agreement to arbitrate disputes and waiver of jury trial is held to be invalid or unenforceable, the remaining provisions shall be enforced without regard to the invalid or unenforceable term or provision; provided, that if Customer or Bank seeks to bring a joined, consolidated, or class action for arbitration, and if the foregoing prohibition against the arbitration of joined, consolidated or class actions is held by an authority of competent jurisdiction to be invalid or unenforceable, the arbitration agreement between Customer and Bank shall be deemed inapplicable to such joined, consolidated or class action, to the effect that any permitted and lawful joined, consolidated or class action shall be adjudicated in accordance with the provisions of applicable law and shall not be resolved through arbitration (provided further, that the jury trial waiver shall, in any event, remain in full force and effect to the fullest extent permitted by law). This agreement to arbitrate disputes and waiver of jury trial shall survive the termination of this Master Agreement or any Service for any reason.

WHETHER ANY CONTROVERSY IS ARBITRATED OR SETTLED BY A COURT, CUSTOMER AND BANK VOLUNTARILY, KNOWINGLY, AND INTENTIONALLY WAIVE ANY RIGHT TO A JURY TRIAL WITH RESPECT TO SUCH CONTROVERSY TO THE FULLEST EXTENT ALLOWED BY LAW. EACH PARTY ACKNOWLEDGES THAT IT HAS RECEIVED THE ADVICE OF COMPETENT COUNSEL WITH REGARD TO THE WAIVER OF THE RIGHT TO JURY TRIAL.

26. Governing Law, Venue. This Master Agreement, and the rights, remedies, obligations, and liabilities arising hereunder, shall be governed by and construed in accordance with the laws of the State of Alabama, without regard to its conflict of laws principles, and, where applicable, the laws of the United States. Any action at law, suit in equity, or other proceeding (including, without limitation, arbitration proceedings) for the enforcement of this Master Agreement or any provision hereof, or for the adjudication of any dispute of controversy relating to or arising out of any relationship or transaction between the parties, shall take place, at the option of Bank (whether or not such proceeding is initiated by Bank), in the State of Alabama, in Jefferson County, in the City of Birmingham. Customer hereby consents to the personal jurisdiction of the state and federal courts in Jefferson County, Alabama, in any dispute or contest arising from or relating to this Master Agreement or any relationship or transaction between Customer and Bank, and Customer waives any right to dismiss or transfer any action or adversarial proceeding or hearing commenced in or transferred to Birmingham, Jefferson County, Alabama, because of the inconvenience of the forum or venue. In the event of any judicial or other adversarial proceeding between the parties relating to or concerning this Agreement, Bank shall be entitled to recover its reasonable attorneys' fees and other costs in addition to any other relief to which it may be entitled in the event that it is the prevailing party.

27. Survival. Customer's obligations and liabilities under or relating to this Master Agreement shall survive the termination of this Master Agreement and/or the termination of any applicable Service for any reason.

28. Severability. If a court of competent jurisdiction, or arbitrator as applicable, finds any provision of this Master Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Master Agreement in all other respects shall remain valid and enforceable, subject to the express terms and provisions of this Master Agreement.

29. No Third Party Beneficiaries. Except as otherwise expressly provided by the terms of this Master Agreement, this Master Agreement shall not be construed to confer any rights or remedies upon any person not a party to this Agreement, whether as a third party beneficiary or otherwise, against Customer or Bank, their respective successors, assigns, and/or affiliates.

30. Construction. This Master Agreement is an agreement between parties who are experienced in sophisticated and complex matters similar to the transactions and activity contemplated by this Master Agreement, is entered into by both parties in reliance upon the economic and legal bargains contemplated hereby, and shall 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. The captions and headings used in this Master Agreement are for convenience of reference only and shall not be used to limit the applicability or meaning of any provisions of this Master Agreement. All personal pronouns used in this Master Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders where the context so requires. The use of the singular form shall include the plural, and the use of the plural shall include the singular, where the context so requires.

PART 2: ADDITIONAL TERMS AND CONDITIONS FOR CERTAIN SERVICES

Article I. Regions Quick DepositSM Service

1. Description of Service. The Regions Quick DepositSM Service allows Customer to make deposits to Customer's deposit account(s) at Bank by scanning checks on a Bank-approved desktop scanner or other approved capture device and transmitting the deposit data to Bank via the Internet. To ensure accuracy, Customer agrees to balance each deposit total to the sum of the captured checks prior to transmitting the data. Customer agrees to follow all User Guides provided by Bank in the initial setup and ongoing use of the Service.

2. Administrator. Customer shall designate one or more administrators who shall act as Customer's primary point(s) of contact with Bank with respect to the Service. Customer's administrator(s) shall be responsible for establishing, managing, and controlling Customer's Authorized Users of the Service.

3. Equipment.

(a) Scanner, image capture, and other hardware and software used by Customer in connection with the Service must meet technical standards and specifications required from time to time by Bank. Except as otherwise expressly provided in this Article, the General Terms, the Service Schedule, or in a separate written agreement between Customer and Bank, Customer shall be solely responsible for procuring and maintaining in good working order (including installation of upgrades and patches), at Customer's sole cost and expense, any and all scanner, image capture, and other hardware and software that is to be used by Customer in connection with the Service.

(b) In the event that Customer purchases any scanners, image capture equipment, hardware or software, and/or other Service equipment (collectively "Scanner Equipment") from, through, or at the suggestion of Bank or its vendors or contractors, Customer acknowledges and agrees that Bank is neither the manufacturer of such Scanner Equipment nor a merchant (as such term is defined in Article 2 of the Uniform Commercial Code) with respect to the sale of such Scanner Equipment and that the sale of any Scanner Equipment to Customer is incidental to the provision of the Service by Bank to Customer. All Scanner Equipment is sold and transferred to Customer "AS IS" and without any representation or warranty whatsoever, express or implied, on the part of Bank, including (without limitation) any warranty of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. To the extent assignable, Bank hereby transfers and assigns to Customer, without any representation or warranty, express or implied, on the part of Bank, including (without limitation) any representation that any manufacturer's warranty exists or is enforceable, all of Bank's right, title, and interest in and to any manufacturer's warranty with respect to Scanner Equipment purchased by Customer from Bank. Bank shall arrange for the delivery of Scanner Equipment purchased from Bank to Customer's place of business as soon as practicable. All risk of Scanner Equipment loss, theft, damage, or destruction shall pass to Customer upon the tender of delivery of the Scanner Equipment at Customer's place of business. Customer agrees to pay Bank any and all charges due to Bank for purchased Scanner Equipment, and Customer authorizes Bank to debit Customer's deposit account(s) with Bank in the amount of any such charges due to Bank. In the event that any uncollected sales or use taxes shall be due in connection with the sale of any Scanner Equipment to Customer by Bank, Customer agrees to be responsible for such taxes and to remit the amount thereof to Bank or the appropriate taxing authority within three (3) business days after Bank's demand. If Customer shall fail to timely remit the amount of such taxes, Bank may debit Customer's deposit account(s) with Bank in the amount thereof.

4. Scanner Replacement Program. In the event of scanner malfunction or other scanner operational problems, Customer may contact Bank's Treasury Management Services department during normal business hours for assistance and technical support. Bank, in Bank's sole and absolute discretion and without any obligation to Customer, may from time to time maintain a program for the repair or replacement of defective or inoperable scanners and image capture devices used in connection with the Service ("Scanner Replacement Program"). Customer agrees to pay any fees and charges imposed for participation in any Scanner Replacement Program and to comply with Bank's terms and conditions for any Scanner Replacement Program. In the event Bank agrees to provide customer with a scanner ("Replacement Scanner") to replace an inoperable scanner (the "Failed Scanner") pursuant to a Scanner Replacement Program, Bank shall in any event be afforded reasonable time and opportunity to procure a Replacement Scanner and cause the delivery thereof to Customer. Customer agrees to return the Failed Scanner to Bank or Bank's contractor, as Bank instructs, within twenty-one (21) days after Customer's receipt of the Replacement Scanner. In the event that Customer shall fail to timely return the Failed Scanner as instructed by Bank, Customer shall be liable for the full cost of the Replacement Scanner. No Scanner Replacement Program shall cover scanner malfunction or inoperability due to Customer negligence, misuse or abuse, or due to theft, fire, casualty, natural disaster, or Acts of God, and Customer shall be liable for the full cost of any Replacement Scanner that replaces a Failed Scanner that has malfunctioned or been rendered inoperable as a result of such causes. If, within any thirty (30) day period, Customer shall report and return three (3) or more Failed Scanners under any Scanner Replacement Program, which Failed Scanners are determined by Bank or Bank's contractor after inspection to in fact be in good working order and not malfunctioning or inoperable as reported by Customer, Customer shall be liable to Bank or Bank's contractor for service fees. Customer acknowledges and agrees that any Scanner Replacement Program is within the sole discretion of Bank, and Bank may implement, cancel or amend the terms and conditions of any Scanner Replacement Program at any time and without notice to Customer. Customer may request information about any current Scanner Replacement Program from Bank's Treasury Management Services department.

5. Items Deposited. Customer agrees that Customer will use the Service only for the deposit of checks, as that term is defined in Federal Reserve Board Regulation CC ("Reg CC"). Customer agrees that the image of any check that is transmitted to Bank shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code (1990 Official Text). Customer further agrees that Customer will not use the Service to deposit any check or other item that: (a) is payable to any person or entity other than Customer, (b) is drawn, or otherwise issued, by Customer or any affiliate of Customer on any account of Customer or of such affiliate, (c) is prohibited by Bank's then current procedures pertaining to the Service or is in violation of any law, rule or regulation, (d) Customer knows or suspects, or should know or suspect, is fraudulent or otherwise not authorized by the owner of the account on which the check is drawn, (e) has not been previously endorsed by a bank and is either a "substitute check" (as defined in Reg CC or other applicable federal law or regulation) or an "image replacement document" that purports to be a substitute check, without Bank's prior written consent, (f) is drawn on a financial institution that is located outside of the United States or Territories of the United States, (g) is a "remotely created check" as that term is defined in Reg CC, or (h) is not acceptable to Bank for deposit into a deposit account as provided in Bank's deposit agreement, which is incorporated herein by reference and made a part hereof (any such check or item being hereinafter referred to as a "Prohibited Check"). If Customer uses the Service to deposit a Prohibited Check, Customer agrees to indemnify and reimburse Bank for, and hold Bank harmless from and against, any and all losses, costs and expenses (including reasonable attorneys' fees) Bank may incur associated with any warranty, indemnity or other claim related thereto. Furthermore, if, after first having obtained Bank's written consent to do so, Customer provides Bank with an electronic representation of a substitute check for deposit into an Account instead of an original check, Customer agrees to indemnify and reimburse Bank for, and hold Bank harmless from and against, any and all losses, costs and expenses (including reasonable attorneys' fees) Bank incurs because any such substitute check resulting from such electronic representation does not meet applicable substitute check standards and/or causes duplicate payments.

6. No ACH Conversion of Checks. Customer and Bank acknowledge and agree that items processed in connection with the Service shall be deposited and collected as though they were original checks, either in the form of image replacement documents or electronic image exchange entries, as defined by the Check Clearing for the 21st Century Act. Should Customer implement a procedure for converting items to ACH transactions and originating such transactions through Bank, Customer must select the ACH Services box on the Customer Profile thereby agreeing to the terms and conditions of the ACH Services Article of Part 2 of this Master Agreement, and complete the applicable Service Schedule and other documentation governing Bank's provision of ACH services, even if Customer uses the Service in any way in connection with ACH conversion.

7. Scanning of Items and Transmission of Files. After successful implementation and installation of any software or hardware related to the use of the Service, Customer shall endorse each check to be deposited, scan and capture the front and back of each check to be deposited, and transmit the image file to Bank in accordance with Bank's required procedures. To ensure accuracy, Customer shall balance the deposit dollar amount to the sum of the checks prior to transmitting the file. The file must be received by Bank no later than the cut-off time specified by Bank ("Cut-Off Time"). A file which is received after the Cut-Off Time shall be deemed to have been received on the business day following the business day on which the file is actually received by Bank. Customer may send multiple files to Bank throughout the day. Bank reserves the right to change the Cut-Off Time at any time in Bank's discretion.

8. Maintenance and Destruction of Original Item. Customer shall securely store all original checks deposited through the Service for a period of not less than thirty (30) days and not more than ninety (90) days ("Retention Period") after Customer has received notice from Bank that the file has been accepted. During the Retention Period, Customer shall take appropriate security measures to ensure that only authorized personnel shall have access to the original checks, that the information contained on the checks shall not be disclosed, and that the original checks will not be duplicated, will not be scanned more than one time, and will not be deposited or negotiated in any form. In addition, during the Retention Period Customer will furnish to Bank upon request a copy of or the original of any check transmitted through the Service to Bank for processing. Customer

promptly shall destroy original checks upon the expiration of the Retention Period. Upon Bank's request at any time, and from time to time, Customer shall confirm in writing (i) the duration of the Retention Period that has been established by Customer and (ii) that all original checks with respect to which the Retention Period has expired have been destroyed by Customer.

9. Image Quality. Each image of a check scanned by Customer and transmitted to Bank (an "Image") through the Service shall be of such quality that the following shall be clearly be readable by sight review: the front of the check, the back of the check, the amount of the check, the payee, the drawer's signature, the date, the check number, the information identifying the drawer and the paying bank that is preprinted on the check, including the MICR line, and other information placed on the check prior to the time an image of the check is captured, such as any required identification written on the front of the check and any endorsements applied to the back of the check. Images shall also meet any standards for image quality established by American National Standards Institute (ANSI), the Board of Governors of the Federal Reserve, or any other regulatory agency, clearing house or association.

10. Receipt of File. Customer agrees that Customer shall remain liable for and that Bank shall not be accountable to Customer for any files and/or Images that are not received by Bank, or for any files and/or Images that are intercepted or altered by an unauthorized third party. Customer agrees that Bank has no obligation to accept any file and therefore may reject any file or Images submitted by Customer. Bank has no obligation to notify Customer of the rejection of any file or Image. Bank shall have no liability to Customer for rejection of any file or Image or for failure to notify Customer of a rejection. Upon receipt of a file submitted by Customer, Bank shall examine the file and the Images for accuracy and completeness and to verify that Customer has followed Bank's required procedures. If Customer has not followed Bank's procedures or if errors exist in the data or the Images contained in the file, Bank, in its sole discretion, may either reject the file or correct the errors and accept and process the file. As a means of correction, Bank may credit Customer's account for the full amount of the deposit and make any necessary adjustments to correct errors. Bank also may, at its option, perform a risk management analysis of any file submitted by Customer to detect potentially fraudulent items, and, in Bank's sole discretion, may reject the file. If after examination of a file and Images Bank determines that Customer has processed and transmitted the file in accordance with Bank's required procedures, the file is balanced and contains no errors, and the Images meet the requirements of the Service, then Bank shall accept the file for deposit to Customer's account. Upon acceptance of a file, Bank shall electronically notify Customer of receipt and acceptance of the file.

11. Funds Availability. Upon acceptance of a file for deposit, Bank shall provisionally credit Customer's account. Notwithstanding the acceptance by Bank of Customer's file for deposit, Customer shall remain liable to Bank for any errors, inaccuracies, breach of warranties and any other loss sustained by or claim made against Bank on the part of any party. Customer agrees that check images transmitted using the Service and the funds represented by the checks are not subject to the funds availability requirements of Reg CC. Subject to the requirements of applicable law or regulation, and subject to the terms of the deposit agreement governing Customer's account, funds from any check transmitted through the Service will be available after final payment with respect to the check is made by the drawee of the check, and any credit of funds to Customer's account before that time is provisional; provided, however, that Bank reserves the right, in any event, to withhold or delay the availability of any funds for such time periods as Bank may determine in order to mitigate risk of error, fraud, or other loss to Bank. If Bank determines to withhold or delay the availability of funds, Bank may provide Customer notification of such determination, but Bank is not obligated to do so. Customer agrees that Bank may provide such notification by any means or method to which Customer has agreed in connection with Customer's account or the Service, including (without limitation) by electronic communication. Bank also reserves a right of chargeback to Customer's account in the event of any dishonor or nonpayment by the drawee institution, and Bank reserves the right to charge all applicable fees in the event of such dishonor or nonpayment and/or any resulting chargeback (including, but not limited to, returned deposit item fees and overdraft fees). In Bank's discretion, Bank may charge back any returned item to Customer's account in the form of an electronic or paper reproduction of the original item or a substitute check, or by any other lawful means.

12. Collection of Items. Bank, in Bank's sole discretion, shall determine the manner in which Images shall be presented for payment to the drawee bank. Likewise, Bank, in Bank's sole discretion, shall select the clearing agents used to collect and present the Images, and Bank's selection of the clearing agents shall be binding on Customer as though Customer had directly appointed such agents. Bank shall not be liable for the negligence or other misconduct of any clearing agent. Customer agrees to be bound by any agreements entered into by and between Bank and any clearing agents, and Customer agrees to be bound by all applicable clearing house rules and regulations. Collection of checks deposited through the Service is also subject to the terms of the deposit agreement governing Customer's account.

13. Return Items. If any item deposited by Customer through the Service is dishonored and returned unpaid by the drawee bank, Customer understands and agrees that Bank may charge back the amount of the item to Customer's account in the form of an electronic or paper reproduction of the original item or a substitute check, or by any other lawful means. Unless otherwise instructed by Bank, Customer agrees not to deposit the original check that corresponds to any rejected or unpaid item that has previously been deposited through the Service.

14. Contingency Plan. Customer agrees that in the event that Customer is not able to capture, balance, process, or otherwise transmit a file to Bank for any reason, including but not limited to communications, equipment or software outages, interruptions or failures, Customer will transport the physical checks and deposits to the closest office of Bank and deposit the original checks with Bank until such time that the outage or other interruption can be identified and resolved. The deposit of original checks at an office of Bank without any use of the Service shall be subject to the terms and conditions of the deposit agreement governing Customer's account, and not by the terms and conditions of this Article, the General Terms, or the Service.

15. Warranties. With respect to each check or item deposited by Customer through the Service or collected or presented for payment as a result of Customer's use of the Service (any such check or item, or any electronic derivative thereof, being hereinafter referred to as an "Item"), Customer represents and warrants to Bank and agrees as follows:

- (a) The Item is authorized by this Article and the deposit agreement governing Customer's account.
- (b) Customer is a person entitled to enforce the Item.
- (c) All signatures on the Item are authentic and authorized.
- (d) The Item is not a counterfeit item.
- (e) The Item has not been altered.
- (f) The Item is not subject to a defense or claim in recoupment of any party that can be asserted against Customer.
- (g) Customer has no knowledge of any insolvency proceeding commenced with respect to Customer, or in case of an unaccepted Item, the drawer; and any returned Item is enforceable against the Customer and the drawer of the Item.
- (h) Customer is not a consumer, and the Service shall be used for business purposes only.
- (i) The Image of the Item transmitted by Customer to Bank contain an accurate representation of the front and the back of each Item, and the Image complies with the requirements of the Service, this Article, and the General Terms.
- (j) Customer will not create duplicate Images of the Item. Customer will not transmit any duplicate Images or files to Bank. Customer will not deposit or otherwise negotiate the original Item from which the Image was created. No subsequent transferee, including but not limited to Bank, a collecting or returning bank, drawer, drawee, payee or endorser, will be asked to pay the original Item from which the Image was created or a duplication (whether paper or electronic, including ACH entries) of the Item.
- (k) No subsequent transferees of the Item, including but not limited to Bank, a collecting or returning bank, drawer, drawee, payee or endorser, shall sustain a loss as the result of the fact that the an Image of the Item was accepted by Bank for deposit, presented for payment or returned instead of the original Item.
- (l) Neither the Image of the Item nor the file in which it was transmitted to Bank contains computer viruses or other harmful, intrusive, or invasive codes.
- (m) Customer shall defend, indemnify and hold Bank harmless from and against any and all claims, losses, liability, costs, and expenses (including, without limitation, reasonable attorneys' fees) arising from the breach of Customer's warranties, representations, and/or agreements and obligations under this Article, which agreement shall survive the termination of this Article.

Article II. ACH Service

1. Statement of Service. This Article states the terms and conditions on which Bank will receive, process and distribute ACH files originated by Customer. Additional terms and procedures for the use of ACH Services may be set forth in other documentation provided by Bank, including any applicable Customer Profile and Service Schedule (such other documentation is referred to herein as the "Documentation"). All such Documentation is hereby incorporated by reference and made a part hereof. Customer's use of any ACH Service constitutes Customer's acceptance of and agreement to the terms and provisions of all Documentation for such Service, and Customer acknowledges and agrees that such Documentation constitutes part of the agreement between Customer and Bank for the provision of the Services. In the event of a conflict between the terms of this Article, the General Terms and those of any Documentation, the Documentation shall govern and control with respect to the Service issue in question. This Article, the Documentation, and the General Terms are sometimes collectively referred to herein as the "Agreement."

2. Customer Compliance. Customer acknowledges it has a copy or has access to a copy of the Operating Rules ("Rules") of the National Automated Clearing House Association ("NACHA"). The Rules may be purchased online at www.nacha.org under the publications tab. Customer agrees to comply with and be subject to the Rules of NACHA in existence at the date of this Agreement, and any amendments to these Rules made from time to time. Customer agrees to comply with all applicable federal and state laws and regulations governing transactions to be performed hereunder, as the same may from time to time be amended, including (without limitation) the Electronic Fund Transfer Act, 15 U.S.C. 1693 et seq., Federal Reserve Board Regulation E, 12 C.F.R. 205 et seq., and Federal Reserve Board Regulation J, 12 C.F.R. 210 et seq. Customer agrees that it shall originate only Entries that would comply with the laws of the United States, including, without limitation, the anti-terrorism and anti-money laundering programs administered by the U.S. Treasury Department's Office of Foreign Asset Control. Customer acknowledges that the additional compliance review necessary for any international ACH transactions could result in possible delays in processing and settling such transactions.

3. Originator Identification Number. The Originator Identification Number uniquely identifies Customer on Bank's operating systems and within the ACH network. In all cases where the Rules call for the use of an Originator Identification Number in an ACH transaction, Customer agrees to use the Originator Identification Number assigned by Bank and no other.

4. Originating Entries. Customer may originate ACH Credit or Debit Entries which conform to the format requirements contained in the Rules and in the Documentation for the specific service. Customer shall initiate the debit or credit Entries designated in Section I of the Service Schedule. Customer agrees to send Bank ACH Credit Entries not later than two business days prior to the Effective Entry Date. This is Bank's deadline for receipt of ACH Credit Entries. If Customer fails to meet this deadline, funds may not be available for the Receiver on the Effective Entry Date. Customer also agrees to comply with all of the obligations of an Originator under the Rules.

Subject to the terms of this Agreement, Bank will process the transaction file containing Customer's Entries and transmit the Entries to the ACH within applicable deadlines to meet the Effective Entry Date specified in the file, provided that Bank receives the file from Customer by the applicable deadlines and the Customer complies with any Prefunding requirements. A file contained on tape is received by Bank when the tape is actually received at the location Bank specifies from time to time. A file transmitted to Bank via electronic transmission is received by Bank when the transmission is completed and Bank is satisfied that applicable security procedures have been followed. If Bank receives a file from Customer after the applicable deadline, Bank will use reasonable efforts to process that file so that settlement can be completed as scheduled. However, Bank will not be liable to Customer or to any third party if settlement is not met. Upon request, Bank will provide Customer with a list of days on which Bank does not process files and changes to the list as they occur.

Customer agrees that Bank has no obligation to accept Entries and therefore may reject any Entry submitted by Customer. Bank may reject any Entry which does not comply with the requirements of the Agreement, including applicable security procedures and Prefunding requirements or Limits (as defined below), or for which Bank has reason to believe Customer has breached one or more of the warranties Customer made to Bank with respect to such Entry, or for any other reason permitted under the Rules. Bank may also reject an Entry (with subsequent notice of rejection being forwarded to Customer) without liability to Customer if, in Bank's reasonable judgment, processing the Entry would cause Bank to violate any applicable law or regulation. If Bank rejects any Entry under this paragraph, Bank will use reasonable efforts to notify Customer the same day. In any case, Bank will notify Customer no later than the Effective Entry Date. Bank shall have no liability to Customer for rejection of an Entry or for failure to notify Customer of a rejection and shall not be liable to pay any interest to Customer even if the amount of Customer's payment order is fully covered by a withdrawable credit balance in Customer's Account or Bank has otherwise received full payment from Customer.

If Customer asks Bank to amend or cancel an Entry and Customer's request complies with applicable security procedures, Bank will use reasonable efforts to comply with Customer's request prior to transmitting it to the ACH or debiting or crediting the account of the Receiver for an On-Us Entry. However, Bank will not be liable to Customer if Bank is unable to cancel or amend the Entry. Customer agrees to indemnify and hold Bank harmless from and against any and all claims, demands, losses, liabilities and expenses, including reasonable attorneys' fees and costs, resulting from compliance with Customer's cancellation or amendment request.

If an Entry is returned to Bank through the ACH, Bank will notify Customer no later than the next business day after Bank receives the returned Entry. Bank will have no obligation to retransmit a returned Entry unless Bank is required to do so by the Rules. Unless Bank is required by the Rules to retransmit a returned Entry, Customer must retransmit the Entry to Bank. As an accommodation service to Customer, Bank may reinitiate Entries returned for insufficient or uncollected funds if reinitiation is permitted by the Rules and Customer requests Bank in writing to provide this service.

5. INTERNATIONAL ACH TRANSACTIONS ("IAT"). Customer shall not initiate any IAT Entries without Bank's prior approval. If approved by Bank, the following provisions apply to IAT Entries originated by Customer:

- "(a) IAT Entries are transmitted by Bank in U.S. dollars and converted to the local currency for receipt in the foreign country at the exchange rate determined by Bank's processor on the date determined by Bank's processor. All risk of fluctuation in the applicable exchange rate is borne by Customer.
- (b) In the event of a returned IAT Entry, consumer payments will be credited to Customer at the originated U.S. dollar amount; corporate payments will be credited to Customer at the exchange rate determined by Bank's processor at the time of return.
- (c) In the event of an error in an Entry or duplicate entries, Customer acknowledges and agrees that Customer shall be liable for any and all losses caused by and a direct or indirect result from the error or duplicate Entry.
- (d) Customer shall originate all International ACH Transactions, as that term is defined in the Rules, with an IAT SEC code and Customer hereby agrees to abide by all of the Rules related to IAT Entries.
- (e) Customer agrees that in the case of a non-Consumer Account, Customer shall enter into an agreement with the Receiver whereby the Receiver agrees to abide by the Rules in effect from time to time.
- (f) Customer acknowledges that it has reviewed and understands Rules related to exceptions to the Rules for outbound IAT Entries and Customer understands and agrees that laws, regulations, and rules of the country in which the Receiver is located shall govern the matters listed within that subsection. Customer further acknowledges that Customer understands how such laws, regulations and rules differ from the Rules.
- (g) IAT Entries must be authorized as provided in the Rules. The form and content of the authorization, including whether such authorization may be oral, electronic, or written, shall be governed by the laws and payment system rules of the receiving country.
- (h) Customer hereby indemnifies Bank from and against any and all resulting claims, demands, losses, liabilities, or expenses, including attorneys' fees and costs, resulting directly or indirectly from Customer's origination of an IAT Entry."

6. Settlement for Entries. Customer agrees to maintain with Bank one or more designated Deposit Accounts during the term of the Agreement (the "Account" or "Accounts") for settlement purposes, as designated in Section I of the Service Schedule. All Entries must be settled in the Accounts. Customer acknowledges that the Rules provide that payment of an Entry by the RDFI to the Receiver is provisional until receipt by the RDFI of final settlement for such Entry. Customer understands that, if such settlement is not received, the RDFI will be entitled to a refund from the Receiver of the amount credited and Customer will not be deemed to have paid the Receiver the amount of the Entry. Customer also agrees to send all Entries to Bank in an "unbalanced file format". This means Customer will not include any offset or balancing transactions in any of the Entries Customer initiates. If Customer does not send Customer's Entries in an unbalanced file format, Bank may suspend transmission of

Customer's ACH Entries. Unless Prefunding is required and the "Prefunding" check box is selected in the set up form at the beginning of the Service Schedule, in which case the terms of Section 8 shall control, Settlement for Customer's Entries will occur as follows, provided, however, that Bank in its sole discretion may require Prefunding at any time and debit Customer's Account in accordance with the terms of Section 8:

a) *Credit Entries.* Bank will charge the Account on the Settlement Date for the total amount of Customer's Credit Entries. Customer agrees to have on deposit in the Account on the Settlement Date sufficient available funds to cover the total amount of Customer's Credit Entries. If Customer does not make such funds available on settlement date, Customer agrees that Bank may setoff against any of Customer's other accounts with Bank or against any of Customer's other property in Bank's possession.

b) *Debit Entries.* Bank will credit Customer's Account on the Settlement Date for funds Bank receives in settlement for Customer's Debit Entries. These funds will be available to Customer on the Settlement Date; however, if any Debit Entries are returned to Bank in accordance with the Rules, or if any Debit Entries originated by Customer were unauthorized, Bank reserves the right to charge the amount of such Debit Entries to the Account or to setoff against Customer's other account(s) or property in Bank's possession. Notwithstanding the forgoing or any provision in any other agreement between Bank and Customer or any disclosure to the contrary, Bank may, in its sole discretion, delay the availability of these funds for a period of time beyond the Settlement Date.

7. Entry Limits: Before Customer sends an Entry to Bank for processing, Bank will establish Entry Limits ("Limits") for Customer's Credit and Debit Entries. These Limits are the maximum dollar amount of accumulated ACH Credits and Debits for which settlement has not yet occurred and which, subject to the terms and conditions of the Agreement, may be outstanding at any one time. There are separate Limits for Credit Entries and Debit Entries and the Limits are designated in Section I of the Service Schedule.

Bank may modify Customer's Limits at Bank's sole discretion at any time. These modifications are effective immediately and may be implemented prior to Customer's receipt of notice of the newly established Limits. Customer may contact Bank at any time to verify Customer's current Limits. Customer agrees not to exceed the Limits. Customer acknowledges that the Limits are solely for the protection of Bank and its assets and that files containing Entries in excess of the Limits may or may not be processed at Bank's sole discretion.

8. Prefunding Requirements. If Prefunding is required by Bank, and the "Prefunding" box is selected in the set-up form at the beginning of the Service Schedule, or if Bank in its sole discretion elects to require Prefunding, the following terms will apply. As used in this section, the term "Prefunding" shall refer to the practice of debiting Customer's Account for all Credit Entries on the date such batches are received for processing by Bank, which shall be settlement for such Entries. Where Prefunding is sufficient to cover the entire Credit Entry or Entries, the Settlement Date shall occur upon the debiting of the Account.

a) *Procedures for Prefunding*

- i. Customer shall send ACH Credit Origination file(s) ("Credit File(s)") to Bank according to procedures established under the Agreement.
- ii. Customer shall ensure that on the date of submission of any Entries for Bank processing, Customer's Account has a sufficient opening available balance to pay in full all such Entries. In determining the sufficiency of the available balance in the Account, Bank shall be entitled to, but not be required to, consider intraday transactions, such as deposits or ACH credits.
- iii. Bank shall process the Credit File(s) on the date of receipt and determine on that day whether the Account contains sufficient funds to pay the amount of the Credit Entry or Entries in the Credit File(s).
- iv. If sufficient funds exist, then Bank shall cause the Account to be debited for the total amount of the Credit File(s) and shall thereafter process in accordance with Bank's standard procedures for Credit Entries.
- v. If sufficient funds do not exist at the time of Bank's review of the Account to cover the total amount of the Credit File(s), then Bank shall delete the Credit File(s) from its operating system and no further attempt shall be made to process the Credit File(s).

b) *Definition of Date of Receipt.* Date of Receipt is the date Customer submits ACH Entries to Bank for processing, provided Bank is open for business on that date and the applicable deadline for the receipt of ACH entries has not passed. If any Entries are received on a date Bank is not open for business, or if the daily processing deadline for ACH has passed. Then such Entries shall be considered to have been received on the next date Bank is open for business.

c) *Limit of Liability.*

- i. Bank shall not be liable to Customer or any other party for claims of delayed receipt or non-receipt of payments where such delay or non-receipt arises from Bank's proper enforcement of Prefunding procedures. Relative to

such claims Customer agrees to hold Bank harmless from any and all legal actions, damages, and costs, including but not limited to late fees, fees charged by other banks, interest, legal fees, or penalties, including penalties imposed by the U.S. Government or any other governmental entity with respect to ACH tax payments.

- ii. Bank shall not be liable to Customer or any party if Bank suspends transactions according to the Prefunding procedures outlined herein if Customer's Account receives, on the day of deletion of the Credit File(s), sufficient funds which Bank is not aware of because Bank has not had a reasonable opportunity to post such intra-day deposits or credits. Bank's Prefunding procedure is based on Customer's opening available balance in Customer's designated Account.
- iii. Customer acknowledges that the Rules provide guidelines for the timeliness of submission of ACH Entries relative to the Effective Entry Date, and that Customer's failure to follow such guidelines may result in Bank's having insufficient time to perform the Prefunding procedures described herein. In such case, Customer will be solely liable for any claims, losses, actions, or penalties arising from Bank's rejection of Customer's Entries.

d) *Notices.*

- i. Bank shall notify Customer in the event a Credit File(s) has been deleted due to Customer's failure to satisfy Prefunding requirements.
- ii. In an effort to minimize the consequences to Customer of deletion of a Credit File(s), Bank, while not obligated to do so, shall use reasonable efforts to contact Customer by telephone or other means to advise Customer of such balance deficiency. Bank encourages Customer to monitor Account activity proactively and to contact Bank immediately if it appears transactions have not been processed according to Customer's expectation.

9. Customer Warranties. Customer warrants to Bank that for each Entry Customer submits to Bank for processing, (1) Customer has obtained all authorizations from the Receiver which are required by the Rules, by Regulation E or other applicable law and the Agreement and such authorizations are still valid and have not been revoked by operation of law or otherwise; (2) if required to be in writing, Customer will retain all such authorizations for a period of six years after their termination or revocation, or for such longer period as may be required by the Rules or applicable law, and provide a copy to Bank, upon request, within five days; (3) each Entry has been submitted with Customer's authorization and in accordance with all terms of the Agreement, including applicable security procedures and Prefunding requirements; (4) each Entry is for an amount which, as of the Settlement Date, will be due and owing, has been specified to be paid or is a correction of a previously transmitted erroneous Entry; and (5) each Entry also conforms in all other respects to the Rules and applicable law. Customer hereby indemnifies and agrees to defend Bank against and hold Bank harmless from any liability arising out of Customer's breach of the warranties in this section, the Rules or of any other provision of the Agreement or any act or omission of Customer or any other person acting on Customer's behalf.

10. Additional Customer Warranties and Agreements for Selected Standard Entry Classes. NACHA, in its role of ensuring the safety, security, and viability of the ACH network has determined that certain single-use or limited-use consumer authorizations have the potential to increase risk in the ACH system and compromise system effectiveness by increasing the incidence of returned entries. Therefore, to qualify as an Originator of such Entries Customer hereby warrants to Bank that for each such ACH Entry submitted for processing, Customer has obtained all authorizations from the Receiver as required by the Rules, by Regulation E or other applicable law, and the Agreement. Customer also makes the additional warranties to Bank that Bank makes to each RDFI and ACH Operator under the Rules for the respective SEC codes for Entries originated by Customer. Customer hereby indemnifies and holds Bank harmless from any liability arising out of Customer's breach of these warranties.

11. Security Procedures. In addition to, and without limiting the generality of, the security procedure provisions in the General Terms, Customer agrees to implement and comply with any and all security procedures for Service transactions that are agreed to between Customer and Bank, and Customer acknowledges and agrees that such security procedures are commercially reasonable security procedures under applicable law for the transactions and activity Customer intends to effect through the Service.

Customer further agrees as follows with respect to the following ACH initiation channels:

a) Direct On-line Transmission: Customer shall provide Bank one or more email addresses, as Bank may require (each such email address, a "Confirmation Email Address"), with respect to which such representatives of Customer who are authorized by Customer both to authenticate Service transactions and to cancel the execution of Service shall have access. Customer shall be solely responsible for determining which of Customer's representatives shall have access to any Confirmation Email Address and for establishing Customer's own internal procedures and policies for access to and use of any Confirmation Email Address and for acting upon Confirmation Notices (as hereinafter defined). Customer represents, warrants, and agrees that no person who is not authorized by Customer both to authenticate Service transactions and to cancel the execution of Service transactions on behalf of Customer shall have access to any Confirmation Email Address. As soon as practicable after receiving

each Entries file from Customer pursuant to Service processes and procedures, Bank shall transmit to each Confirmation Email Address a confirmation of receipt of the file, which confirmation shall include Entry totals for the file and other identifying information ("Confirmation Notice"). Each Entries file transmitted to Bank and each Entry within the file shall for all purposes be deemed correct, authentic, and authorized by Customer for execution, and Customer shall be legally bound by and liable for Bank's processing and execution thereof, unless (i) Customer shall contact Bank's Service operations center at the telephone number provided in the Confirmation Notice during its normal business hours and instruct Bank to cancel the execution of the file, providing such information as Bank may require to identify the file specifically, within thirty (30) minutes after the transmission of the Confirmation Notice or before Bank's next processing update after the expiration of such thirty (30) minute period, and (ii) Bank shall have a reasonable opportunity to act upon Customer's instruction. Customer may obtain current information about Bank's processing update times by calling Bank's Service operations center. Customer authorizes Bank to act upon the cancellation instructions of any person who is reasonably believed by Bank to be a representative of Customer and who provides such information as Bank may require to identify specifically the Entries file that is to be cancelled. Customer agrees to keep each Confirmation Email Address current and updated with Bank at all times. Each Confirmation Email Address shall be deemed correct and authorized for the receipt of Confirmation Notices unless and until Customer shall have provided corrective information to Bank in writing and Bank shall have had a reasonable opportunity to act thereon. Bank shall have no obligation to re-send, re-transmit, or otherwise deliver any Confirmation Notice that Bank has transmitted to any Confirmation Email Address and that has been returned "undeliverable" or otherwise rejected for delivery, and no such return or rejection of a Confirmation Notice shall be deemed an instruction from Customer to cancel the execution of any file or any Entry.

b) *iTreasury ACH*: Customer will initiate a request via iTreasury ACH to Bank via the Internet. All iTreasury ACH customers are required to check the file status of all initiated ACH batches to ensure they have received the "Submitted" status for processing. Bank is not responsible for batch initiation timeliness. Customer will be responsible for same day verification of ACH batch status. Transactions initiated through iTreasury are further subject to the terms and conditions of the iTreasury Service Schedule.

c) *Metavante Touchtone Cash-Concentration*: Customer will initiate entire transaction via Touchtone Cash Concentration system using the location ID and passwords assigned to Customer during setup. Customer will be responsible for same-day verification of ACH batch status. Transactions initiated through Touchtone Cash Concentration are further subject to the terms and conditions of applicable agreements governing such service.

12. Authorized and Unauthorized Entries. Any Entry (including a request for cancellation, amendment, or reversal of an Entry) or other communication delivered to Bank that purports to have been submitted or authorized by Customer in accordance with the Rules shall be effective and binding upon Customer even if the Entry was not in fact authorized by Customer and notwithstanding any resolution, any dual or multiple signature requirement identified on any signature cards, or other documents relating to the affected Customer Account(s) that purport to limit authority over the Customer Account(s), whether currently on file or submitted or modified in the future, provided Bank has accepted the Entry in compliance with the Rules, reasonably believes it to have been submitted or authorized by Customer, and has acted in good faith. If any Entry received by Bank is, in fact, submitted or authorized by Customer (or any authorized representative of Customer), it shall be effective as Customer's Entry whether or not (i) Bank complies with the Rules and/or the Agreement with respect to the Entry, (ii) the Entry is erroneous in any respect, (iii) the error, if any, could be detected by Bank, or (iv) Bank processes, transmits or settles the Entry even though one or more of the conditions therefore, as set forth herein, is not satisfied. If Customer discovers an erroneous or unauthorized Entry, Customer shall immediately notify Bank, as well as notify the affected Receiver(s), and shall confirm such notification in writing. Upon receiving such notice, Bank will use reasonable efforts on behalf of Customer to correct the erroneous Entry in a manner consistent with the Rules, but Bank shall in no event be liable to Customer in the event that Bank is unable to correct the erroneous Entry. If Customer fails to notify Bank or the affected Receiver(s) of any erroneous Entry, Customer will be liable for any losses Bank may incur. Customer agrees that Bank has no obligation or duty to detect errors with respect to Entries submitted by Customer. However, if Bank detects an error with respect to an Entry delivered to Bank, Bank will exercise reasonable efforts to give Customer notice of such error, and Customer agrees to furnish to Bank corrections in a format and on a medium prescribed by Bank. Bank reserves the right to suspend or cancel Customer's ability to perform transactions hereunder if Bank suspects any unauthorized or fraudulent transactions. Customer agrees to take any reasonable actions requested by Bank to prevent unauthorized transactions or to correct errors.

13. Amendment of the Rules. Amendments to the Rules or applicable laws and regulations which govern transactions hereunder shall become effective as to the Agreement upon the effective date stipulated for such amendments by the authority promulgating such amendments.

14. Data Retention. Customer agrees to retain data and records relating to any and all Entries originated by Customer for a period of six years after the date each Entry is transmitted and shall, upon request by Bank, furnish a copy of such data and records to Bank.

15. Additional Terms and Conditions.

a) Recording Conversations. Bank may, but is not required to, record any conversations Bank has with Customer or with any of Customer's representatives.

b) Information Disclosure. Some of the Services covered by this Article may be provided to Customer with the participation or assistance of one or more of Bank's affiliates. Customer agrees that Bank may disclose to such affiliates any information Customer provides to Bank to the extent required for the delivery of these Services.

e) *Confirmation; Account Reconciliation.* Bank will provide notice of all ACH Entries to Customer's Account on Customer's periodic Account statement. If Customer uses Bank's information/balance reporting services, Customer can also receive notice through various mailed reports or terminal printouts. Customer is responsible for detecting and reporting to Bank any discrepancy between Customer's records and the records Bank provides to Customer. If Customer does not detect and notify Bank of such a discrepancy within 30 days of Customer's receipt of any terminal printout, mailed report or periodic statement ("Report"), whichever is received first, then Customer will not be entitled to interest from Bank on any amount refundable to Customer.

d) *Alternative Transfer of Funds.* Solely at Bank's option, Bank may elect to accomplish the movement of funds requested by Customer's Entries via wire transfer. In the event that Bank elects this option, Customer agrees to execute and be bound by Bank's standard wire transfer agreement and to comply with Bank's normal wire transfer procedures. Should Bank elect this option, Bank will attempt to send the wire or wires on the Effective Entry Date specified in Customer's file(s). If Customer's Account does not contain sufficient collected balances to fund the wire, or if the receiving institution returns any drawdown wire, Bank may reject the Entry or Entries without liability to Customer. If Bank rejects an Entry, Bank will make reasonable efforts to notify Customer the same day. Bank will not be liable to Customer for Bank's rejection of an Entry, or for interest on the amount of a rejected Entry, regardless of the amount of Customer's Account balance. Except for the method of delivery, which will be governed by the provisions of Bank's wire transfer agreement, and the foregoing terms for the execution of transactions against collected balances, Bank's election of this option will not affect any other provision of this Article, the General Terms, or the Documentation, including but not limited to provisions related to the Limits.

e) *Use of Third Party Service Providers.* If Customer uses a third party service provider to deliver Customer's files to Bank or to perform any other actions in connection with the Services provided hereunder, that third party will be considered Customer's agent. All terms of the Agreement will apply to the actions or failure to act of such third party service provider and Customer will be legally bound by all acts and omissions of such third party service provider. Customer agrees to cause any such third party service provider to execute any agreements or other forms Bank may specify prior to conducting any transactions on Customer's behalf.

16. *Responsibilities as a Third Party Payment Processor.* Customer agrees that, if Customer uses the ACH Service provided by Bank to initiate any ACH Entries for Customer's clients or any person or entity other than Customer (a "Client"), the following provisions shall apply:

a) *Payment Processing.* By providing payment processing services to third parties, Customer is considered a "Third Party Payment Processor." Customer acknowledges that, as a regulated financial institution, Bank is expected to monitor the payment processing services it provides, either directly to Bank's customers or indirectly through a Third Party Payment Processor. Customer agrees to provide Bank and any regulatory agency having jurisdiction over Bank (a "Regulatory Agency") with such information and reasonable assistance as may be necessary for the Bank or a Regulatory Agency to evaluate Customer's payment processing activities. Customer acknowledges and agrees that, by initiating any ACH Entry for a Client, Customer may be subjecting itself to the jurisdiction of such Regulatory Agencies. Customer also agrees that it shall not use the ACH Service to provide payment processing services to any other Third Party Payment Processor unless Bank, in its sole discretion, agrees in writing that the Service may be so used.

b) *Customer's Clients.* At Bank's request, Customer shall provide Bank with a written list identifying each Client for which Customer then initiates ACH Entries using the ACH Service (the "Client List"), and also shall provide an updated Client List upon request. Customer agrees to provide Bank with any information about a Client that Bank may request in order to identify the Client or to understand the type and extent of the Client's business. In the event that Bank, in its sole discretion and at any time, determines that any Client is unacceptable to Bank, Bank shall notify Customer. Bank's notice may (i) prohibit Customer from using any Account or Service to perform payment processing for that Client, or (ii) place conditions on Customer's use of any Account or Service to perform payment processing for that Client.

c) *Additional Information.* Customer acknowledges that, as a condition to allowing Customer to initiate or to continue initiating ACH Entries for Clients, Bank may require Customer (i) to provide Bank with additional information about Customer and its Clients upon request; and/or (ii) to enter into a Payment Processing Addendum under which Customer shall periodically provide Bank with specified information about Customer and its Clients.

d) *Applicable Laws.* Customer shall comply with any and all applicable federal, state, and local laws, statutes, ordinances, orders, codes, rules, regulatory guidance, regulations that govern or relate the payment processing services provided by Customer to Clients (including without limitation all consumer protection laws and all laws restricting business with any individual, entity or country identified on any list of Specially Designated Nationals or sanctioned countries that is issued from time to time by the Office of Foreign Asset Control of the United States Department of the Treasury (collectively, the "OFAC List")), as they may be amended from time to time ("Applicable Laws"). Customer shall comply with and bear the costs required by any change in Applicable Laws. Customer agrees not to take any action that shall render Bank liable for any violations of Applicable Laws.

e) *Prohibited Clients.* Bank, in its sole discretion, may determine not to provide payment processing services, directly or indirectly, to particular types of business. Bank may provide Customer with its list of any types of businesses for which Bank will not provide payment processing services (the "Prohibited Business List"), and Customer agrees not to use any Account or Service to perform payment processing for any Client that is engaged in a type of business included on Bank's current Prohibited Business List.

- f) *Covenants, Representations and Warranties of Customer.* Customer covenants, represents and warrants that:
- i. Customer (A) is not identified on the OFAC List, (B) is not foreign-based, and (C) has no foreign-based affiliates that provide any payment processing services using a Regions Account.
 - ii. Customer shall not provide payment processing services to, transmit payments to, employ or subcontract with, or otherwise conduct business with any individual, entity or country identified on the OFAC List. Customer shall implement and comply with internal policies and procedures reasonably designed to assure that Customer meets this obligation, including without limitation procedures to screen against the OFAC List. In the event Customer determines that, notwithstanding its policies and procedures, Customer has conducted business with any individual, entity or country identified on the OFAC List, Customer shall notify Bank as soon as practicable, but in any event no less than five (5) days of making this determination.
 - iii. Customer does not and shall not contract with any third party to procure new Client relationships (i.e. an Independent Sales Organization (also referred to as an ISO) or gateway arrangement).
 - iv. Customer has secured and will maintain any licenses, permits, registrations or other authorizations (a "License") from the applicable governmental authorities that Customer must have in order to provide its payment processing services in compliance with Applicable Law. Upon request, Customer will provide Bank with a copy of the License for each jurisdiction in which Customer does business or an opinion of counsel acceptable to Bank that no License is required in that jurisdiction.
- g) *Audit, Monitoring and Compliance.*
- i. Customer acknowledges that Bank is subject to examination and audit by Regulatory Agencies. Customer further acknowledges that such federal and state Regulatory Agencies having supervision over Bank may require access to Customer's facilities in order to examine, audit, or investigate the compliance of this Addendum with all Applicable Laws. Customer agrees to cooperate fully with respect to all such examinations, audits, and investigations. Customer agrees to notify Bank as soon as practicable of any formal or informal request by any Regulatory Agencies having supervision over Bank to examine records pertaining to Bank, Clients, or this Addendum, if Customer is not prohibited by law from notifying Bank.
 - ii. To the fullest extent permitted by Applicable Law, Customer shall notify Bank promptly if: (A) Customer learns that any governmental agency believes or suspects that this Addendum or any act or omission of Bank or Customer in connection with or pursuant to this Addendum may violate any Applicable Laws; (B) Customer learns that any person, entity, or governmental agency is contemplating private action or enforcement action of any kind against Customer or Bank in connection with this Addendum or the payment processing services that Customer provides to Clients; (C) Customer learns of a data breach involving Customer's or any of its agents' systems used for payment processing, in which case Customer shall notify Bank within twenty-four (24) hours of learning of the breach; (D) Customer experiences a material adverse change in its financial condition; or (E) Bank (either through its own representatives or by employing third parties), at any time and upon reasonable prior written notice, shall have the right to audit and examine (i) Customer's compliance with this Addendum and all Applicable Laws, which may include access to Customer's premises or facilities, and (ii) Any Client's compliance with the NACHA Rules, as provided more fully in Subsection h below.
- h) *Initiation of ACH Entries On Clients' Behalf.* Customer agrees that, if it initiates ACH Entries for Clients, Customer is considered a Third Party Sender and agrees to be bound by the terms of this Section. Terms capitalized in this Section shall have the meaning provided in the Agreement or the NACHA Rules.
- i. By initiating an Entry on behalf of a Client, Customer authorizes Bank to initiate the Entry on that Client's behalf to the Receiver's account.
 - ii. Customer confirms its agreement to be bound by the NACHA Rules, and agrees to comply with all of its provisions regarding Third Party Senders, including, but not limited to, the requirements for Customer: (A) to provide Bank, within two (2) days of Bank's request, with any information that Bank reasonably considers necessary to identify each Originator for which Bank transmits entries, (B) to make payment to Bank for all Credit Entries initiated and for all Debit Entries that are returned by the RDFI, (C) to retain and to deliver to Bank upon request any records, documentation and other data regarding any Entries that Customer initiated as a Third Party Sender; and (D) not to initiate Entries that the laws of the United States or any Applicable Laws.
 - iii. Customer agrees to comply with any restrictions that Bank has placed on the types of Entries that Customer may initiate on behalf of Clients.
 - iv. Customer agrees that, before initiating any Entry on a Client's behalf, Customer will have entered into an agreement with that Client which satisfies the requirements of the NACHA Rules (an "Originator Agreement"). Among other requirements, the Originator Agreement must provide that the Client (A) agrees to be bound by the NACHA Rules and to assume the responsibilities of an Originator under the NACHA Rules; (B)

agrees not to initiate Entries that violate the laws of the United States or any Applicable Laws; (C) acknowledges Bank's right to suspend or terminate its ACH Service for breach of the NACHA Rules and as otherwise provided in the Agreement and this Addendum; and (D) acknowledges Bank's right to audit the Client's compliance with the Origination Agreement and the NACHA Rules. Customer agrees to indemnify Bank from and against any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees and costs), that result directly or indirectly from the failure of that Client to perform its obligations as an Originator under the NACHA Rules.

v. Customer agrees that, by December 31 each year and at its own expense, Customer will conduct or have conducted an annual audit of its compliance with the NACHA Rules in accordance with Appendix Eight of the Rules.

vi. Customer shall have the responsibility to (I) handle all returned Entries, Notifications of Change (NOCs), and rejected Entries; (II) notify the Receiver of any reversing Entry; and (III) detect and correct any errors.

vii. Customer represents and warrants that it will initiate ACH Entries only from accounts located in the United States.

i) *Fees and Other Charges.* In addition to the fees and charges for use of the ACH Service, Customer also agrees to pay any fines and penalties arising from or related to Customer's use of the ACH Service to provide payment processing for Clients or failure to comply with this Section, including without limitation any fines or penalties imposed on Bank in connection with Customer's acts or omissions.

Article III. Positive Pay Service

1. Statement of Service. This Article describes Bank's Positive Pay Services whereby Bank and Customer follow the processes and procedures described herein in order to authorize and/or confirm the payment or return of checks presented for payment against Customer's account(s). The Service systems are not designed to detect or prevent fraud due to paperless entries (to include ACH, Wire, and EFT) to the account. If a Positive Pay account is funded by an ACH, Wire, EFT, or any other paperless entry and there are no funds available to be deposited to the Positive Pay Account, the Bank will not be required to pay any checks presented against the account.

2. Same Day Positive Pay and Next Day Positive Pay.

a) In the Same Day Positive Pay Service and the Next Day Positive Pay Service, Bank will match checks that are presented for payment to a file of issued checks Customer provides to Bank and generate an exception report indicating discrepancies between the issued checks and the checks being presented for payment. As used in this Article, the following terms shall have the following meanings with respect to Same Day Positive Pay and Next Day Positive Pay:

(i) Conforming Check means, as applicable,

(A) with respect to Same Day Positive Pay and Next Day Positive Pay, any check presented to Bank for payment which bears an encoded check serial number and an encoded amount which match the description of an outstanding item in the Issue File,

(B) with respect to the Payee Name Verification service, any check presented to Bank for payment which bears an encoded check serial number, an encoded amount, and a payee name which match the description of an outstanding item in the Issue File, and

(C) whether or not Customer has elected the Payee Name Verification service, and only with respect to over-the-counter transactions through Bank's Teller Positive Pay System where Customer has elected to furnish payee names in the Issue File along with other required information, any check presented to Bank for payment which bears an encoded check serial number, an encoded amount, and a payee name which match the description of an outstanding item in the Issue File.

(ii) Issue File means a list, as updated from time to time in accordance with Bank's rules and guidelines, in an electronic readable format prescribed by Bank, of Customer's duly issued checks, describing each check by its serial number and amount. If Customer has elected the Payee Name Verification service, or if Customer has not elected the Payee Name Verification service and desires verification of payee name in connection with over-the-counter transactions through Bank's Teller Positive Pay System, the Issue File must also include the payee name for each check.

(iii) Non-Conforming Check means any check presented for payment to Bank which does not bear all information required for a Conforming Check.

b) In connection with Same Day Positive Pay and Next Day Positive Pay, Customer shall deliver to the Bank the Issue File, or update thereto, by data transmission to the Bank prior to disbursing checks to payees. In the event that the Customer cannot generate the Issue File, the Customer is responsible for notifying Bank. Issue Files received by 7:30 AM CST/CDT on the date of check(s) disbursement will be loaded and available for Teller Positive Pay System. In determining which of the Customer's checks drawn on the Bank have been duly issued, all items presented over-the-counter on Same Day Positive Pay and Next Day Positive Pay accounts will be subject to verification from the Customer's Issue File through Bank's Teller Positive Pay system. If the item presented for payment over-the-counter is determined by Bank to be a Non-Conforming Check in any respect, the item presented will not be honored and the transaction will be terminated. Non-Conforming Checks presented over-the-counter are not subject to the notification and pay/return decision procedures otherwise described herein for Non-Conforming Checks.

c) Any Conforming Check presented to Bank shall be deemed properly payable with respect to the Customer's signature and the amount of the check, and in the case of over-the-counter transactions through Bank's Teller Positive Pay System where Customer has furnished payee names in the Issue File, or if Customer has elected the Payee Name Verification service, also with respect to the payee. The Bank shall be under no obligation to verify the Customer's signature or the absence of any alterations thereon. Likewise, the Bank shall be under no obligation to verify the payee name on the check in comparison with the Customer's Issue File except in the case of over-the-counter transactions through Bank's Teller Positive Pay System where Customer has furnished payee names in the Issue File, or where Customer has elected the Payee Name Verification service.

d) In the event a Non-Conforming Check is presented to the Bank (other than presentment over-the-counter), Bank shall notify the Customer by facsimile transmission or online of such Non-Conforming Check. For Same Day Positive Pay, the Bank's notice shall be given by 3:30pm CST/CDT on the day of presentment of the Non-Conforming Check. For NextDay Positive Pay, the Bank's notice shall be given by 10:00am CST/CDT on the next banking day following posting of the check. If Bank systems or communications failure occurs, the Bank may notify the Customer by telephone.

The Customer shall instruct the Bank to Pay or Return (No Pay) the Non-Conforming Check(s) at the following times:

1. *For SameDay Positive Pay Customers* - no later than 1:00 p.m. CST/CDT on the next banking day after the Bank's notification to Customer.
2. *For NextDay Positive Pay Customers* - no later than 2:00 p.m. CST/CDT on the same day of the Bank's notification to Customer.

Customer's instructions shall be delivered according to the elections in the Service Schedule. If Customer has elected to deliver instructions via iTreasury, and if iTreasury is inoperable, Customer may deliver instructions via fax (205-261-6449) or via telephone (800-787-3905). Absent any contrary timely instruction from the Customer, and subject to any default elections made in the Service Schedule, the Bank will pay the Non-Conforming Check(s), and, in so doing, the Bank shall incur no liability to Customer for improperly paying the item(s). Paid item(s) omitted from the Customer Issue File will be subject to a paid-no-issue fee per item(s) paid. Customer agrees that if Bank acts in accordance with the procedures set forth in this Article and the Service Setup in paying or returning item(s), Bank will be deemed to have exercised ordinary care.

e) Notwithstanding any term or provision herein to the contrary, if Customer has elected the Payee Name Verification service, Customer acknowledges and agrees that Bank will not verify a check payee name in the event a presented check is deemed a Non-Conforming Check due to a discrepancy in either the encoded check serial number or the encoded amount. In such cases, Customer shall bear any and all risk of payee name mistake or alteration in the event Customer's instructions call for Bank to pay the Non-Conforming Check.

f) In order to stop payment on a check included in the Issue File, the Customer shall deliver a stop payment order via telephone, iTreasury, or in writing prior to the presentment of the item. A cancel or void in the Issue File should only be used if a check has not been disbursed. Bank's system will not recognize cancels as stop payments. If a stop payment order is placed after an item has been memo posted to Bank's system, the stop payment will not be placed. Stop payment orders are subject to the terms and conditions of the deposit agreement governing Customer's account.

g) In connection with Same Day Positive Pay or Next Day Positive Pay, Customer may elect Stale Date Verification whereby Customer may request that the Bank return unpaid any checks which are presented for payment a specified number of days following the date listed on the Customer's check(s). Customer must specify the number of days Customer selects in the Service Schedule. All checks presented for payment after the selected number of days following the date shown on the check will be returned as "refer to maker" until this service is cancelled by the Customer. The Bank is not obliged to honor any stale date notice on the Customer's check unless the Customer has selected Stale Date Verification. Any claimed loss from the payment of checks not in accordance with the time limits listed by Customer in the Service Schedule will be governed by the same legal principles as those concerning improper payment over a binding stop payment.

3. Reverse Positive Pay. In the Reverse Positive Pay Service, the Customer does not submit issue information, and the Bank reports to the Customer all checks presented for payment to the Bank on the previous banking day by serial number and amount. Customer must notify the Bank via email or online via iTreasury to an address provided to Customer by Bank by 11:00 AM CST/CDT with instructions to return those checks which Customer does not desire to pay. Any check as to which Customer does not timely and properly provide non-payment instructions will be deemed approved for payment by Customer, and if Customer does not notify Bank by the specified time with any non-payment instructions, all checks will be considered as approved for payment by Customer. Reverse Positive Pay does not protect against fraudulent items that are cashed at a banking office, and for that reason the Bank recommends Same Day Positive Pay or Next Day Positive Pay. Reverse Positive Pay does not replace Bank's standard check processing procedures, which may cause a check to be dishonored even if Customer's instructions or the default procedures do not otherwise require Bank to return such check. If the Customer chooses to use Reverse Positive Pay, Customer accepts all risk of loss associated with Bank's payment of fraudulent items presented for payment over the counter at banking branch, except as may be attributable to the Bank's lack of good faith or gross negligence.

4. No Check Positive Pay Service. The No Check Positive Pay Service is designed for customers who do not intend to draw checks on their accounts. In the No Check Positive Pay Service, Bank and Customer do not exchange information about issued and presented checks according to the processes and procedures described herein with regard to other Positive Pay Services, and Bank automatically returns all checks presented and posted against Customer's account. If Customer has enrolled an account in the No Check Positive Pay Service, Customer releases Bank from any and all liability, including (without limitation) liability for wrongful dishonor, and agrees to indemnify Bank and hold Bank harmless from and against any and all damages, losses, fines, fees, taxes, legal expenses, and/or actions at law, related to or arising from the return or dishonor of any check that actually is authorized by Customer and/or that otherwise would be properly payable with respect to Customer's account.

5. Other Terms and Conditions.

a) Customer is responsible for providing and maintaining an updated list of Customer personnel authorized to make pay/no pay decisions on items to the Bank ("Authorized Personnel"). Information provided on the Service Schedule will remain in effect until an appropriate Customer representative otherwise notifies the Bank in writing of a change in the list of Authorized Personnel.

b) Customer acknowledges that notwithstanding the return of checks by the Bank in accordance with Customer's instructions in connection with the Service, the Customer may be subject to claims for payment by the payee of any check or by a holder in due course of a check.

c) If Customer has enrolled for Bank's Commercial Check Imaging service and/or Bank's Reconciliation service, Customer hereby agrees that the terms and conditions of such services supplement the terms of this Article. This Article shall control over any inconsistencies between this Article and the Commercial Check Imaging Service Schedule and the Reconciliation Service Schedule as to the provision of the Service described in this Article.

d) Customer shall be responsible for ensuring that all checks and Issue Files issued by Customer in connection with this Service meet Bank's quality standards and specifications. Without liability to any party, and without limiting any other right or remedy available to Bank, Bank shall be entitled to cease or suspend the Service, in whole or in part, in Bank's sole and absolute discretion and with or without notice to Customer, if the quality of the checks, including (but not limited to) the quality of the magnetically encoded characters on the face of each check and the quality and legibility of the payee name, or the quality of the Issue File do not meet Bank's standards and specifications, or if the checks otherwise cannot be processed on Bank's equipment, or if Customer shall otherwise fail to properly perform its duties, obligations, and responsibilities in connection with the Service, or shall commit any act or omission which impairs Bank's ability to provide or prevents Bank from providing the Service. Customer further acknowledges and agrees that if Customer has enrolled in the Payee Name Verification service and fails to meet Bank's quality standards, requirements and specifications for the printing of payee names on checks, then Bank, at its option and notwithstanding any other term or provision of this Article, may treat and process as a Conforming Check any check which bears an encoded check serial number and encoded amount which matches the description of an outstanding item in Customer's Issue File without regard the payee name on the check, and Customer shall bear and assume all risk as to any discrepancy, error, or nonconformity with respect to the payee name. Bank may charge, and Customer agrees to pay, a fee for the manual examination of any checks that do not meet Bank's quality standards, requirements and specifications for the printing of payee names on checks in connection with the Payee Name Verification service.

e) The types of exceptions identified using the Service are strictly limited to the exception definitions herein, according to the service level Customer has elected. Nothing in this Article shall be construed as relieving Customer of its normal due diligence responsibilities regarding the examination of account statements and individual checks to detect exceptions outside the scope of the Service provided to Customer hereunder (including, but not limited to, alteration of payee information if such information is not otherwise verified in connection with the Service). Bank shall not be liable for any loss arising from Customer's failure to exercise due diligence.

f) Customer shall accept liability to any party and hold the Bank harmless for any damages, losses, fines, fees, taxes, legal expenses, or actions at law arising from the return (dishonor) of any check if such return resulted from the correct application of the Customer's pay/return instructions.

g) The Bank will not be liable to Customer or anyone else if Bank refuses to pay suspect items presented at Bank teller lines. If for any reason, voluntarily or involuntarily, Customer is suspended from Teller Positive Pay and items presented at Bank's teller lines are paid, Customer agrees that Bank will not be liable to Customer for paying any fraudulent item during the suspension of Teller Positive Pay service. Customer agrees that Bank will have exercised ordinary care in providing positive pay services in any case of fraudulent activity on Customer's account.

h) Any check that is paid in accordance with the Service shall be considered properly payable under the Uniform Commercial Code and Customer agrees that Bank shall have no liability to Customer for paying items in accordance with the Service. Bank's liability to Customer for any presented check erroneously paid by Bank in breach of this Article ("Bank's Wrongful Honor") shall be limited to the lesser of the amount of the wrongfully paid check or Customer's actual damages resulting from Bank's payment of the check. Bank retains the right to assert the defense that Customer has sustained no actual damages because Bank's Wrongful Honor discharged for value an indebtedness of Customer. Nothing herein shall constitute a waiver or limitation of the rights of Bank under the Uniform Commercial Code ("UCC"). Bank's liability for wrongful dishonor of a check presented to Bank for payment shall be limited to the damages for wrongful dishonor recoverable under UCC Articles 3 and 4; provided, however, that Bank shall have no liability to Customer for wrongful dishonor when Bank, acting in good faith, returns a presented check: (i) that it reasonably believed was not properly payable; or (ii) if required to do so by the service of legal process on Bank or the instructions of regulatory or government authorities or courts.

Article IV. Integrated Payables Service

1. Description of Service. This Article describes Bank's Integrated Payables Service, whereby Customer may execute certain payment transactions via the Internet and/or via other methods of electronic data exchange to electronically streamline the exchange of payments, remittance and other information between Customer and Bank and Customer and its business associates. The Service functions and transactions elected by Customer, and other details and technical specifications regarding Customer's use of the Service, are indicated in the Service Schedule, which constitutes a part of the Service Terms.

2. Definitions. The following definitions apply when the following terms are used in this Article:

"*Customer Material*" means the data, software, files, designs, plans, specifications, improvements, works or other materials provided by or on behalf of Customer for storage on or inclusion in the Service or User Guide.

"*Service Terms*" means, collectively, all terms, provisions, conditions governing the Service that are imposed by Bank and/or its Third Party Service Provider, including (without limitation) this Article, the General Terms, and any applicable Service Schedule, Customer Profile, and/or User Guide.

"*Vendor Agreement*" means any terms, conditions, contract, license, or any other agreement entered into or agreed to by and between Bank and any Third Party Service Provider with respect to the Service or any feature, function, or element thereof.

Other terms may be defined elsewhere in this Article. Capitalized terms used in this Article and not defined in this Article shall have the meanings ascribed to them in the General Terms.

3. Other Agreements. When this Service is used to access other Bank services, products, or payment facilities (including, without limitation, Bank's ACH service, Bank's wire transfer service or Virtual Purchasing Card service), the terms, conditions, and agreements governing such other services, products, and payment facilities, including any applicable Article of Part 2 of this Master Agreement, ("Service Agreements") remain in full force and effect, except as expressly modified or amended by the Service Terms. Such other Service Agreements are hereby incorporated by reference and made a part hereof. Customer agrees to promptly execute and deliver to Bank any documentation required by Bank to evidence Customer's agreement to Bank's terms and conditions for services, products, and payment facilities accessed and used by Customer through the use of the Service; provided, that Customer's use of the Service to use, access, and/or perform other Bank services, products, or transactions automatically constitutes Customer's acceptance of and agreement to any and all terms, conditions, and provisions in effect and imposed by Bank at the time of Customer's use or performance of such services and transactions without the execution of any related documentation by Customer. Termination of a Service Agreement of a Service selected by Customer (Check Printing, ACH, Wire, Positive Pay, Virtual Purchasing Cards) shall terminate the use of such Service under this Article. Customer agrees to be bound by and to comply with any and all User Guides, instructional materials or technical information relating to the use of the Service that is made available to Customer by Bank or its Third Party Service Provider in connection with the Service, as amended from time to time. Customer acknowledges and agrees that Bank, in Bank's sole and absolute discretion, may engage Third Party Service Providers in connection with the Service. Bank's provision of the Service to Customer is subject to, and Customer shall be bound by, all applicable terms, provisions, or conditions of any Vendor Agreement between Bank and any Third Party Service Provider, and in the event of a conflict between the terms of this Article and the applicable terms of any Vendor Agreement, the terms of such the Vendor Agreement shall govern and control. Customer acknowledges and agrees that Customer is not a third party beneficiary of any Vendor Agreement and shall not have any direct claims or recourse against any Third Party Service Provider, except to the extent expressly permitted by the terms of the Vendor Agreement and subject to all limitations and disclaimers provided in such Vendor Agreement.

4. Additional Customer Obligations and Responsibilities. Customer agrees that Customer (i) shall use the Service and User Guide only in the ordinary course of Customer's internal business operations, (ii) shall not use the Service in violation of the Service Terms, (iii) shall not use the

Service to conduct any type of service bureau or time-sharing operation or to provide remote processing, network processing, network telecommunications or similar services to any person, whether on a fee basis or otherwise, and (iv) shall ensure that the Service is used only by Customer's Authorized Users in accordance with the User Guide. In the event of any error in connection with the Service or any Service transaction, Customer shall provide to Bank or its Third Party Service Provider reasonably detailed documentation and explanation, together with underlying data, to substantiate any error and to assist Bank or its Third Party Service Provider in diagnosing, reproducing and correcting the error. Customer shall use any modifications, revisions, and updates in the Service and User Guide, including changes in programming languages, rules of operation and screen or report format, as and when they are implemented and/or made available by Bank or its Third Party Service Provider. Customer agrees to devote all equipment, facilities, personnel and other resources reasonably necessary to implement the Service and to be trained in the use of the Service, and neither Bank nor any Third Party Service Provider shall be responsible for any delays or additional fees and costs associated with Customer's failure to timely perform such obligations.

5. Customer Material. Customer hereby grants to Bank and its Third Party Service Provider a non-exclusive, worldwide, royalty free license to modify, copy, use or otherwise include the Customer Material in the Service and User Guide. Customer represents and warrants that (i) Customer and its Authorized Users have full legal right to grant to Bank or its Third Party Service Provider the right to use the Customer Material for inclusion in the Service or the User Guide, (ii) the Customer Material complies with all applicable law and does not infringe upon any United States patent, copyright, trade secret or other proprietary right of any person, and (iii) Customer has obtained all necessary assignments or licenses and waivers of moral rights from its employees and/or contractors, including the right to modify any applicable work contained in the Customer Material and to associate any applicable work contained in the Customer Material with any product or service. Customer agrees to indemnify and defend Bank and its Third Party Service Provider against any third party claim alleging a breach of the foregoing representations and warranties or an infringement of a United States patent, copyright, trademark, trade name, trade secret or other proprietary right of any person.

6. Healthcare Claim Transactions. Customer agrees, represents, and warrants (i) that Customer shall not use the Service primarily to facilitate Healthcare Claim Transactions and (ii) that not more than five percent (5%) of the payments processed by Customer on an annual basis using the Service shall be Healthcare Claim Transactions. The following terms shall have the following meanings:

"Healthcare Claim" means claims for payment or reimbursement resulting from (i) medical care (including behavioral healthcare), dental care or vision care services, (ii) pharmacy transactions, and (iii) worker's compensation settlements and adjustments.

"Healthcare Claim Transactions" means electronic or paper payments, remittance advices and transaction support between Healthcare Payers and Healthcare Providers for Healthcare Claims, as well as (i) the creation of enrollment databases that track payment types and remittance preferences for Healthcare Claims, (ii) capturing and validating patient explanation of benefits (EOB) form data for facilitating Healthcare Claims, (iii) notification of Healthcare Claims and (iv) facilitating administration of healthcare savings and similar accounts for facilitating Healthcare Claims.

"Healthcare Payer" means an individual, commercial or governmental payer (including third party administrators) of Healthcare Claims.

"Healthcare Provider" means (i) providers of medical care (including behavioral healthcare), dental care, vision care services, (ii) pharmacies and (iii) providers of worker's compensation benefits or worker's compensation insurance services.

7. Customer Payees. Customer is solely responsible for scheduling and initiating any and all Service transactions sufficiently in advance of applicable due dates. Bank and its Third Party Service Provider disclaim any and all representations or warranties, express or implied, that any transaction executed through the Service will be timely and/or properly received, processed, and applied by any counterparty to such transaction. Customer assumes all risk relating to the timely and proper scheduling, initiation, processing, transmission, receipt, and application of Service transactions, and Customer releases Bank and its Third Party Service Provider from any and all claims, liabilities, and/or damages related thereto or arising or resulting therefrom. Except for those losses caused directly by Bank's or its Third Party Service Provider's gross negligence or willful wrongful acts, Customer agrees to indemnify, defend, and hold Bank and its Third Party Service Provider harmless from and against any and all losses, costs, suits, damages, claims, liabilities, and expenses (including, without limitation, reasonable attorneys' fees) arising from or related in any way to any relationships, claims, or disputes between Customer and any and all counterparties to transactions executed by Customer through the Service (including, without limitation, payees of payment transactions executed through the Service).

8. Adjustment to Account; Checks. Bank reserves the right to adjust, debit, or credit Customer's account in the amount of any requested Service transaction on the date that the transaction is initiated through the Service or any time thereafter. In the event Customer directs that any Service payment transaction be made by check or draft, Customer authorizes Bank and/or its Third Party Service Provider to execute a check or draft drawn on Customer's account for the purpose of executing such transaction, notwithstanding any resolution, signature card, or other document filed with Bank that purports to limit authority or signatory capacity over any of Customer's accounts, whether currently on file or submitted or modified in the future. Upon request by Bank or its Third Party Service Provider, Customer shall promptly submit one or more facsimile signatures, in such form or format as Bank or its Third Party Service Provider may require, for application to checks or drafts executed through the Service.

9. Modification of Service Transactions. Bank and its Third Party Service Provider shall have no obligation to permit Customer to amend, modify, cancel, or stop payment on Service transactions after Customer has initiated or submitted such transactions for execution through the Service. In the event Bank or its Third Party Service Provider shall permit Customer to amend, modify, cancel, or stop payment on Service

transactions, Customer must act within applicable deadlines established by Bank or its Third Party Service Provider for such purposes and otherwise afford Bank and its Third Party Service Provider a reasonable opportunity to respond to instructions to amend, modify, cancel, or stop payment on Service transactions; provided, that in no event shall Bank or its Third Party Service Provider have any liability to Customer or any counterparty to Customer's Service transaction if Bank or its Third Party Service Provider shall fail to execute or timely execute any instruction to amend, modify, cancel, or stop payment on such Service transaction.

10. **Security Procedures.** In addition to, and without limiting the generality of, the security procedure provisions in the General Terms, each User on the Regions Integrated Payables website will be required to log into the system using a User Name and Password. At initial log in, the User will be required to register an SMS enabled mobile phone number. At each subsequent log in the User will be sent an SMS Text Message containing a one-time Password. The User must enter that one-time Password to complete the login process. The User Name, Password and one-time Password constitute the Security Devices necessary for login. Customer is responsible for keeping the mobile phone number(s) up to date.

Article V. iTreasury Service

1. **Statement of Service.** This Article describes Bank's iTreasury Service, whereby Customer may review account transactions and information and perform certain transactions and banking services via the Internet. The Service functions and transactions elected by Customer are indicated in Section I of the Service Schedule.

2. **Other Agreements.** When the Service is used to access other Bank services, the terms, conditions, and agreements governing such other services remain in full force and effect, except as expressly modified or amended by the terms of this Article or other written terms or procedures imposed by Bank with respect to the Service. Customer agrees to promptly execute and deliver to Bank any documentation required by Bank to evidence Customer's agreement to Bank's terms and conditions for services accessed and used by Customer through the use of the Service; provided, that Customer's use of the Service to use, access, and/or perform other Bank services or transactions automatically constitutes Customer's acceptance of and agreement to any and all terms, conditions, and provisions in effect and imposed by Bank at the time of Customer's use or performance of such services and transactions without the execution of any related documentation by Customer. Customer agrees to be bound by and to comply with any and all instructional materials or technical information relating to the use of the Service that is made available to Customer by Bank in connection with the Service, as amended from time to time.

3. **Service Availability.** Customer acknowledges that the Service may from time to time be unavailable during periods of maintenance and testing. Customer further acknowledges and agrees that the performance and completion of Service transactions are subject to Bank's business days and hours of operation, Bank's published policies and procedures, the hours of operation of departments within Bank performing Service transactions, applicable law, the provisions of this Article and the General Terms, and the provisions of other Bank customer agreements governing specific transactions to be performed under this Article—including, without limitation, any other applicable Articles in Part 2 of this Master Agreement—and Customer agrees that Bank shall not be liable for any delay in the processing or settlement of Service transactions resulting from the foregoing.

4. **Definitions of Key Terms.** Terms not otherwise defined herein shall have the meaning ascribed to those terms in the General Terms. Unless otherwise indicated, the following terms used in this Article and/or the Service Schedule shall have the following meanings:

"System Administrator" means a Customer-specified individual who serves as Bank's point of contact for issues related to the use of the Service, and who administers Customer's policies and procedures regarding the use of the Service. Through the assignment of User IDs and issuance of Security Devices, the Administrator designates the individuals who may access the Service and governs the features, functions, and accounts to which each individual User may have access.

"Dual Authorization" means an optional security enhancement by which Customer requires a second System Administrator to approve all changes to users, included but not limited to new user creation, entitlement or permissions additions or changes, additions or changes in account access, and/or changes or additions of dollar limits for transactional services.

"User ID" means a unique code representing one authorized user of the service. Each User ID is associated with a System Administrator-defined profile which limits the user's access to only those features, functions, and accounts (collectively, the user's "entitlements") designated by the System Administrator.

"Password" means a user-selected or Bank designated code which is associated within the Service with the user's User ID. To access the Service, a user must provide his or her User ID and the exact Password associated with that specific User ID.

5. **iTreasury Transfer Module.** Customer acknowledges and agrees that the iTreasury Transfer Module will allow Customer to transfer funds to and from all of the accounts listed in the Information Reporting Account Information section of the Service Schedule, subject to the terms, conditions, and provision of this Article and the General Terms.

6. **Security Procedures.** In addition to, and without limiting the generality of, the security procedure provisions in the General Terms, Bank and Customer agree that certain Security Procedures described herein and in the Comprehensive User Guide shall be used in conjunction with this Service. Security Devices may be issued by the Bank to Customer for certain Services described in this Article and/or the Service Schedule. The

Security Devices will be provided to the System Administrator designated by the Customer or to those parties who are authorized by the Customer to receive the Security Devices from time to time. The System Administrator shall have the sole responsibility to distribute the Security Devices to appropriate parties designated by the Customer and the System Administrator will assign the Services to which such parties shall have access. The Bank will consider itself authorized to perform all transactions described in this Article and/or the Service Schedule if a transaction request is accompanied by the Customer's designated Security Devices. The Customer agrees to safeguard the Security Devices and agrees to release the Bank from liability where unauthorized access to or use of the Services occurs through the use of the Security Devices.

7. iTreasury Alerts Module. The iTreasury Alerts Module gives Customer the ability to set up messages ("Alerts") to be sent by the Service to one or more Customer designated email addresses to notify Customer of specific transactions, situations, or events. For example, Customer can request an Alert to be sent when an Account has reached a certain balance or a check has been processed. Customer can customize Alerts by selecting and configuring each type of Alert. Customer acknowledges that Alerts are generated and sent through an automated process based on conditions set by Customer. Therefore, Customer is responsible for inputting accurate information when setting up Alerts, and Bank shall not be responsible for any losses, damages or expenses that may occur as a result of the improper setup of an Alert or is not processed as a result of factors beyond Bank's reasonable control.