

ACCOUNT RECONCILIATION AND POSITIVE PAY SERVICE TERMS AND CONDITIONS

These Terms and Conditions describe the Service you have selected and set forth provisions governing your use of this Service. These Terms and Conditions are incorporated into and part of the Cash Management Services Master Agreement. By using this Service, you agree to be legally bound by these Terms and Conditions and the Cash Management Services Master Agreement.

ARTICLE I. Account Reconciliation Program

Account Reconciliation Program

Account Reconciliation Program (“ARP”) offers the following options to assist customers manage check payment and deposit reconciliation: Full Reconciliation, Partial Reconciliation and Deposit Reconciliation.

1.1 ARP Service Definitions

“**Check Issue File**” means an electronic file of checks from the Customer issued from an account for a particular reconciliation period.

“**Direct Transmission**” means the electronic transfer of a check issue file from the Customer to the Bank transmitted via SFTP.

“**ARP**” means Account Reconciliation Program

1.2 ARP Terms and Conditions

Service Options:

Full Reconciliation offers reporting of outstanding and paid checks during a reconciliation period. If the Customer elects this option, the Bank must receive from the Customer a Check Issue File by use of Direct Transmission, Website, or other Bank approved means at least one Business Day before the end of the related reconciliation period. Following receipt of the Check Issue File, the Bank will provide a report for the related reconciliation period (or, if requested by the Customer, a file of data regarding checks paid, unpaid or stopped). If the Bank does not timely receive the Check Issue File, the Bank may, but is not obligated to, send to the Customer its relevant report(s) ; provided, however, any reports, if sent, will be unreconciled. If there is any discrepancy between the control totals provided in the email confirmations and the information in the related Check Issue File, the Customer must promptly notify the Bank’s Account Reconciliation Customer Service of the discrepancy. The Bank is not obligated to validate control totals or determine or notify the Customer if there are any discrepancies.

Partial Reconciliation offers a listing of all checks paid during a reconciliation period. If the Customer elects this option, the Bank will provide a report for the related reconciliation period (or, if requested by the Customer, a file of data regarding checks paid).

Deposit Reconciliation offers detailed deposit location reporting for Customers with multiple locations making deposits into a single account for a statement period. Customers are required to utilize pre-encoded deposit tickets incorporating a Customer defined location number. The Bank will provide deposit information by location for the reconciliation period in a report.

The standard report packages for each of the options outlined above, are generally provided as indicated below:

Plan Type	Documents Provided	Standard Deliver Timeline
Full Reconciliation	ARP reports	10 business days after the Bank receives the last Check Issue File from the Customer
Partial Reconciliation	ARP reports	5 business days after the end of reconciliation period
Deposit Reconciliation	ARP reports	5 business days after the end of reconciliation period

The Bank will use reasonable efforts to make the information available within the timelines.

ARTICLE II. CD Rom Service

CD Rom Service

This check image service allows the Customer to receive images for specified accounts in an electronic format that the Customer can view or print.

2.1 CD Rom Service Definitions

“**Image**” means an electronic reproduction of the front and back of an item.

“**Item**” means any paid item.

“**Paid Item**” means any paid check that is processed, imaged, and archived for an account.

2.2 CD Rom Service Terms and Conditions

If elected by Customer, the Bank will deliver images by CD Rom for relevant accounts by the tenth business day after the end of the applicable statement cycle; or if Customer is enrolled in ARP, with the reconciliation package within the timeframes set forth in the ARP Terms and Conditions. To access the images on the CD Rom, Customer must install the Bank provided software and accept the software end user agreement and enter encryption key separately provided by the Bank.

ARTICLE III. Positive Pay Services

Positive Pay Services:

The following plan types are available through the Positive Pay Services:

Positive Pay allows the Customer to provide the Bank the issue date, serial number and dollar amount of checks issued prior to the checks being presented for payment. Checks presented for payment that do not match the Customer's submitted issue data are referred to the Customer to decision.

Payee Positive Pay allows the Customer to provide the Bank the issue date, serial number, dollar amount and payee(s) of checks issued prior to the checks being presented for payment. Checks presented for payment that do not match the Customer's submitted issue data are referred to the Customer to decision.

Reverse Positive Pay provides the Customer a list of checks presented for payment to decision.

Stale Dated Check allows the customer to establish a date beyond which an issued check will not be honored. Checks that exceed the established date are referred to Customer for decisioning.

Decision By Amount allows the customer to establish a dollar threshold and checks presented for payment over the threshold amount that match to a Customer check issue file are referred to Customer for decisioning.

3.1 Definitions

"Criteria" means either or both of the Decision By Amount threshold established or stale date established by the Customer.

"Cut Off Time" means 4 p.m. ET for the Full Reconciliation Service and 5 p.m. ET for the Positive Pay and Payee Positive Pay Services for same day check issue file processing.

"Decisioning" mean Customer's instruction to the Bank to pay or return a check.

"Outstanding File" means a file received and maintained by the Bank that contains records of checks issued by the Customer but not yet presented for payment against an account.

"Record" means the serial number, dollar amount, issuance date, account number, payee name or combination applicable to relevant feature.

"Suspect File" means a file that contains information on checks presented for payment against an account that do not match the records in the outstanding file or the criteria. For Reverse Positive Pay all checks presented for payment against an account.

"Teller Positive Pay" means a comparison of a check presented for cashing at a Bank teller window to Customer submitted records and is only applicable to the Bank's Positive Pay and

Payee Positive Pay services. Checks that do not match to Customer submitted issue records will not be cashed by the teller and the individual presenting the check will be referred to the maker of the check. Teller Positive Pay is not applicable for Decision By Amount, Stale Date and Reverse Positive Pay.

3.2 Terms and Conditions

- (a) For Customers to utilize Positive Pay, Payee Positive Pay, Decision By Amount, and Stale Dated services the customer must send to the Bank (in a Bank approved format) by use of direct transmission, website, or other Bank approved method, the records of checks issued by the Customer. In order to maintain the outstanding file, the Customer must provide such records no later than the cut-off time on the business day prior to the day of issuance of the check for records to be added to the outstanding file and on which the record is to be removed from the outstanding file. The Bank will use the records to update the outstanding file daily. The records and other information required for each of these services are:

Service	Records Required For Each Check	Other Required Information
Positive Pay	• Account Number • Serial Number • Dollar Amount • Issue Date	• Client must indicate records to be deleted from outstanding file
Payee Positive Pay	• Account Number • Serial Number • Dollar Amount • Issue Date • Payee Name(s)	• Client must indicate records to be deleted from outstanding file
Stale Dated Checks	• Account Number • Serial Number • Dollar Amount • Issue Date	• Client must indicate records to be deleted from outstanding file • Face of check must state "Void after (date)"

- (b) For Reverse Positive Pay, the Customer is not required to provide the Bank issue records.
- (c) For Decision By Amount, the Customer must provide to the Bank the maximum dollar value of each check that may be paid against the designated account.
- (d) For Full Reconciliation, Customers are required to submit to the Bank by email or other Bank approved communication method the total number and dollar amount of all checks in the records. If there is any discrepancy between the total provided in the email confirmation and the information in the records, Customer must promptly contact the

Bank's Account Reconciliation Department. The Bank is not obligated to determine or notify Customer of any discrepancies.

- (e) ARP Plan Types, Customer will only use checks that comply with the Bank's check printing and MICR specifications.
- (f) For Positive Pay Customers, the Bank will conduct an automated review of checks presented for payment against the records in the outstanding file for the relevant account. The Bank will pay all checks that match the serial number and dollar amount. If there isn't an exact match, the Bank will include the check in the suspect file for decisioning.
- (g) For Payee Positive Pay Customers, the Bank will conduct an automated review of the checks presented for payment against the records in the outstanding file for the relevant account. The Bank will pay all checks that match the serial number, dollar amount and payee name(s). If there isn't an exact match, the Bank will include the check in the suspect file for decisioning.
- (h) For Reverse Positive Pay Customers, the Bank will include the serial number and dollar amount of all checks presented for payment in a suspect file for decisioning. The Customer will review this information to verify whether the checks presented are properly payable and provide decisioning accordingly.
- (i) For Decision By Amount Customers, the Bank will pay checks that have a face value equal to or less than the maximum dollar limit established by the Customer. Checks that have a face value over the maximum dollar limit established by the Customer will be included in the suspect file for decisioning.
- (j) For Stale Dated Check Customers, the Bank will conduct an automated review of the checks presented for payment against the records in the outstanding file for relevant account. If the Bank determines that a check is not stale, the check will be paid. If a check is stale, the Bank will include the check in the suspect file for decisioning if the customer is enrolled in either the Positive Pay or Payee Positive Pay services.
- (k) For damaged MICR lines the Bank is not obligated to review checks manually and repair any damage to the MICR lines.
- (l) For suspect file and decisioning the Bank will use reasonable efforts to provide the Customer a suspect file prior to 9:45 a.m. ET each business day. Customer must provide the Bank decisioning with respect to each check in the suspect file on or before 1:30 p.m. ET on that business day.
- (m) The Bank cannot return checks that been cashed over the counter or paid prior to the time that the Customer instructs the Bank to pay or return such checks and the Bank has had reasonable time to act on such instruction.

- (n) If the Customer does not provide decisioning for any check, the Bank will handle such check in accordance with the Customer elected default option. If the Customer has not elected a default option and fails to provide timely decisioning for Positive Pay or Payee Positive Pay the Bank will return the check(s) in the suspect file. If the Customer does not provide decisioning for any check for Reverse Positive Pay, the default is for the Bank to pay all checks presented against the account. For Decision By Amount and Stale Dated Customers, the Bank may pay all checks that are consistent with the criteria.
- (o) Customer waives any claim of wrongful dishonor for the return of checks under this Service. The Bank will use reasonable efforts to provide the relevant information and reports within the timeframes identified in these Terms and Conditions.