

RESOLUTION #19-0415-03: Authorize Opening a Lockbox Account with First Commonwealth

Whereas, per ORC 505.441, charges collected for Emergency Medical Services billing reimbursements shall be kept in a separate fund designated as "the fire and rescue services, ambulance services and emergency medical services fund" to be appropriated by the Board of Trustees, and

Whereas, in order to comply with ORC 505.441, it is necessary for the Township to open a Lockbox Account into which these funds will be deposited.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF TRUSTEES OF LIBERTY TOWNSHIP, DELAWARE COUNTY, OHIO to authorize the opening of a "Lockbox Account" with First Commonwealth, and further, to sign and authorize the attached documents required by First Commonwealth to establish and open this account and to authorize the Township Fiscal Officer, Nancy Denutte, to sign any additional documentation needed for this account.

Motion made by Melanie Leneghan and seconded by Mike Gemperline.

Vote: Yes Mrs. Eichhorn Yes Mr. Gemperline Yes Mrs. Leneghan

This Resolution shall be in force and become effective immediately upon its execution.

4-15-19

Date

Melanie Leneghan
Melanie Leneghan, Trustee

CERTIFIED BY:

Nancy Denutte
Nancy Denutte, Fiscal Officer

Mike Gemperline
Mike Gemperline, Trustee

Shyra Eichhorn
Shyra Eichhorn, Trustee



FIRST Commonwealth.

The undersigned hereby certify that they are Officials of

Liberty Township

Public Body Resolution

Acct #: 7802023890

Body") chartered under the laws of the State of Ohio (State Public Body Chartered In) and that the following is a true and correct copy of the resolution of the Public Body duly adopted at a meeting of the governing body of the Public Body having the duly delegated authority to act, which meeting was held on 20 (Enter Date Of Meeting), due notice having been given and a quorum having been present and acting throughout, and that the following resolution is still in effect and conformity with all articles, charters, regulations and by-laws of said Public Body:

RESOLVE, that

- (1) First Commonwealth Bank, Indiana, Pennsylvania, THE BANK, is hereby designated as a depository of the Public Body.
- (2) The persons serving in the capacities listed below, acting in a representative capacity for the Public Body, are authorized by the Public Body to open and operate one or more deposit accounts, and enter into Cash Management Agreements and Securities Sold Under Agreement to Repurchase Agreements, if allowed by law, in the name of the Public Body in accordance with any applicable account agreements and to issue written instructions for the conduct of any such accounts of the Public Body with the Bank.

The Bank is hereby authorized to accept for deposit to the funds of the Public Body monies, checks, or other instruments or orders for the payment of money, including electronic payment systems, which may at any time come into its possession, with or without endorsement.

The Bank is hereby authorized to make payments from the funds of the Public Body on deposit with it upon and in accordance with the check, or other instruments or orders of the Public Body, including electronic payment systems.

(Enter NAMES AND TITLES for who will have access to transact and request information regarding this account.)

Nancy Denotte Fiscal Officer
(NAME & TITLE)
Michael Gemperline Board of Trustees
(NAME & TITLE)
Shyra Eichorn " " "
(NAME & TITLE)
Melanie Leneghan " " "
(NAME & TITLE)

The Bank shall have no duty to inquire as to the circumstances of any payment from the funds of the Public Body, including payments payable to any officer or payments tendered to satisfy an individual obligation of any officer.

- (3) Any banking transaction heretofore made on behalf of the Public Body with the Bank is hereby ratified and confirmed.
- (4) **CHECK IF USING FACSIMILE SIGNATURES**

The Bank is hereby authorized and directed to honor as genuine and authorized instruments of the Public Body any and all checks drawn in the name of the Public Body and signed on its behalf with the facsimile signature of the above-named person or persons authorized to sign such checks. The Public Body shall certify to the Bank by specimen the form or forms of facsimile signatures authorized by the Public Body for use by the above-named person or persons on the appropriate form. The Public Body assumes full responsibility for any and all payments made by the Bank in reliance upon the facsimile signature of any person or persons named above and agrees to indemnify and hold harmless the Bank against any and all loss, cost, damage, or expense suffered or incurred by the Bank arising out of the misuse or unlawful or unauthorized use by any person of such facsimile signature or signatures.

CHECK IF USING ONLINE BANKING

Solely with respect to Online Banking Transactions, each person serving in one of the capacities set forth above, acting in a representative capacity for and in the name of the Public Body, is authorized by the Public Body to transact business on or in connection with any and all deposit accounts ("Accounts") maintained by the Public Body with First Commonwealth Bank (the "Bank") on or through Business Online Banking or such other online banking facilities as the Bank may offer to the Public Body from time to time (such transactions being referred to as "Online Banking Transactions") in accordance with applicable account agreements, cash management agreements and terms and conditions, as amended or modified from time to time.

- (5) The Public Body shall certify to the Bank a copy of this Resolution, the designation of the account or accounts, and the names of the persons holding the offices herein referred to (Certification of Officers) together with specimen signatures for all authorized signers on the appropriate form. A certification by an officer of the Public Body shall make the foregoing guaranty binding and enforceable against the Public Body. The Bank shall be indemnified and saved harmless from any loss, cost or expense resulting from its good faith reliance upon any such certification.
- (6) This Resolution and other authorizations shall continue and remain in full force and effect until written notice to modify or rescind any or all instructions is actually received by the Bank.
- (7) The Public Body recognizes that in accordance with the Bank's Deposit Account Disclosure, the Bank may (but is not required to) pay checks of the Public Body drawn on insufficient funds or uncollected funds and if the Bank does so, the Public Body agrees that the Bank may treat such payments as loans to the Public Body bearing interest at the greater rate of the Prime Rate, as established by the Bank from time to time, or the rate at which the Public Body is borrowing money from the Bank, and the Public Body agrees that it will cover such overdrafts by deposits immediately upon receipt of request from the Bank that it do so.
- (8) The Bank may consider the Public Body's several accounts as one relationship where these accounts participate in a cash management relationship with the Bank and the Bank may review the dollar value of overdrafts at the aggregate level as opposed to the individual account level; overdrafts in accounts of the Public Body may be offset by positive balances in the Public Body's other related accounts which are maintained in the Bank.

THE UNDERSIGNED DO ALSO CERTIFY THAT

- (1) The above is a true and correct copy of the resolution adopted by the Public Body.
- (2) We are duly authorized by the Public Body to make this certification on its behalf.

In Witness Whereof, we have hereunto affixed our names as officers of the Public Body and have caused the official seal of the Public Body to be hereto affixed this 15th day of April 20 19

NANCY DENUTTE
(TYPED OR PRINTED NAME OF AN OFFICIAL OF PUBLIC BODY)

X Nancy Denutte (SEAL)
(SIGNATURE OF OFFICIAL OF PUBLIC BODY)

MELANIE LENEGHAN
(TYPED OR PRINTED NAME OF ANOTHER OFFICIAL OF PUBLIC BODY)

X Melanie Leneghan (SEAL)
(SIGNATURE OF OFFICIAL OF PUBLIC BODY)

PUBLIC BODY'S MAILING ADDRESS:
10104 Brewster Ln Ste 125

Powell OH 43065-7578

Public Body's Federal Tax ID Number: 31-0792401

Account Agreement

Date: 04/10/2019

Institution Name & Address

First Commonwealth Bank
Garfield Office
25 Garfield Pl
Cincinnati, OH 45202-0000

Internal Use 7802023890

Account Title & Address

Liberty Township
Lockbox Account
10104 Brewster Ln Ste 125
Powell, OH 43065-7578

Owner/Signer Information 1

Name	Shyra A Eichhorn		
Relationship	Authorized Signer		
Address	161 TILLER DR POWELL, OH 43065		
Mailing Address (if different)	161 Tiller Dr Powell, OH 43065		
Gov't Issued Photo ID (type, number, state, issue date, exp. date)	DL# RR145196 OH Is 03/27/2014 Ex 03/27/2018		
Other ID (description, details)			
Employer	SELF		
Previous Financial Inst.			
E-Mail	shyra_eichhorn@yahoo.com		
Work Phone	(740) 938-2000		
Home Phone:	(614) 760-9785	Mobile Phone:	(614) 565-8104
Birth Date:	03/27/1973	SSN/TIN:	

Ownership of Account

The specified ownership will remain the same for all accounts.

Individual
 Joint with Survivorship (not as tenants in common)
 Joint with No Survivorship (as tenants in common)

Sole Proprietorship or Single Member LLC Partnership
 LLC-enter tax classification (C Corp S Corp Partnership)
 C Corporation S Corporation Public
 Trust-Separate Agreement Dated: _____

Beneficiary Designation

(Check appropriate ownership above.)

Revocable Trust Pay-On-Death (POD)

Beneficiary Name(s), Address(es), and SSN(s)

(Check appropriate beneficiary designation above.)

Enter Non-Individual Owner Information on page 2. There is additional Owner/Signer Information space on page 2.

If checked, this is a temporary account agreement.
 Number of signatures required for withdrawal: 1 _____.

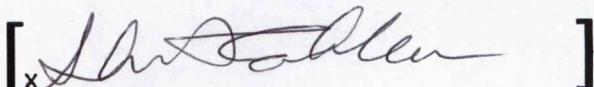
Signature(s)

The undersigned authorize the financial institution to investigate credit and employment history and obtain reports from consumer reporting agency(ies) on them as individuals. Except as otherwise provided by law or other documents, each of the undersigned is authorized to make withdrawals from the account(s), provided the required number of signatures indicated above is satisfied. The undersigned personally and as, or on behalf of, the account owner(s) agree to the terms of, and acknowledge receipt of copy(ies) of, this document and the following:

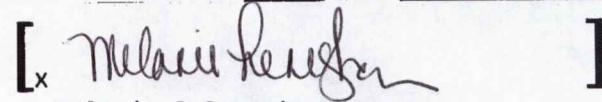
Terms & Conditions Truth in Savings Funds Availability
 Electronic Fund Transfers Privacy Substitute Checks
 Common Features _____

Authorized Signer (See Owner/Signer Information for Authorized Signer Designation(s).)

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

(1): 
 Shyra A Eichhorn
 I.D. #: _____ D.O.B. 03/27/1973

(2): 
 Michael L Gemperline
 I.D. #: _____ D.O.B. 10/12/1954

(3): 
 Melanie A Leneghan
 I.D. #: _____ D.O.B. 12/22/1964

(4): 
 Nancy Denutte
 I.D. #: _____ D.O.B. 09/26/1952

Owner/Signer Information 2	
Name	Michael L Gemperline
Relationship	Authorized Signer
Address	4560 MILLWATER DR POWELL, OH 43065
Mailing Address (if different)	4560 Millwater Dr Powell, OH 43065
Gov't Issued Photo ID (type, number, state, issue date, exp. date)	DL# RT494424 OH Is 10/10/2017 Ex 10/12/2021
Other ID (description, details)	
Employer	
Previous Financial Inst.	
E-Mail	mfgohio@aol.com
Work Phone	
Home Phone: (740) 881-5759	Mobile Phone: (614) 582-5759
Birth Date: 10/12/1954	SSN/TIN:
Owner/Signer Information 3	
Name	Melanie A Leneghan
Relationship	Authorized Signer
Address	5288 STRATFORD AVE POWELL, OH 43065
Mailing Address (if different)	5288 Stratford Ave Powell, OH 43065
Gov't Issued Photo ID (type, number, state, issue date, exp. date)	DL# RP500946 OH Is 02/11/2009 Ex 12/22/2012
Other ID (description, details)	
Employer	LIBERTY TOWNSHIP
Previous Financial Inst.	
E-Mail	mleneghan@stratcommerce.com
Work Phone	(614) 975-9454
Home Phone: (614) 766-5439	Mobile Phone: (614) 975-9454
Birth Date: 12/22/1964	SSN/TIN:
Owner/Signer Information 4	
Name	Nancy Denutte
Relationship	Authorized Signer
Address	1500 PICARDAE CT POWELL, OH 43065
Mailing Address (if different)	1500 Picardae CT Powell, OH 43065
Gov't Issued Photo ID (type, number, state, issue date, exp. date)	DL# RP474648 OH Is 08/30/2012 Ex 09/26/2016
Other ID (description, details)	
Employer	LIBERTY TOWNSHIP
Previous Financial Inst.	
E-Mail	nancy@actiongroupinc.com
Work Phone	
Home Phone: (614) 846-1862	Mobile Phone: (614) 296-5217
Birth Date: 09/26/1952	SSN/TIN:

Important Account Opening Information. Federal law requires us to obtain sufficient information to verify your identity. You may be asked several questions and to provide one or more forms of identification to fulfill this requirement. In some instances we may use outside sources to confirm the information. The information you provide is protected by our privacy policy and federal law.

Non-Individual Owner Information		
Name	Liberty Township	
State/Country & Date of Organization		
Nature of Business		
Address	10104 BREWSTER LN STE 125 POWELL, OH 43065-7578	
Mailing Address (if different)	10104 Brewster Ln Ste 125 Powell, OH 43065-7578	
Authorization/Resolution Date		
Previous Financial Inst.		
E-Mail	ndenutte@libertytwp.org	
Phone	(740) 938-2000	
EIN: 31-0792401	Mobile Phone:	
Account Description	Account #	Initial Deposit/Source
Public Funds	7802023890	\$ 100.00
Checking		<input type="checkbox"/> Cash <input checked="" type="checkbox"/> Check <input type="checkbox"/>
		<input type="checkbox"/> Cash <input type="checkbox"/> Check <input type="checkbox"/>
		<input type="checkbox"/> Cash <input type="checkbox"/> Check <input type="checkbox"/>
Services Requested		
<input type="checkbox"/> ATM	<input type="checkbox"/> Debit/Check Cards (No. Requested: _____)	
<input type="checkbox"/> _____	<input type="checkbox"/> _____	
<input type="checkbox"/> _____	<input type="checkbox"/> _____	
Backup Withholding Certifications		
(If not a "U.S. Person", certify foreign status separately)		
<input checked="" type="checkbox"/> By signing signature field (1) on this document, I certify under penalties of perjury that the statements made in this section are true and that I am a U.S. citizen or other U.S. person (as defined in the instructions).		
<input checked="" type="checkbox"/> Taxpayer I.D. Number - TIN: 31-0792401 The Taxpayer Identification Number (TIN) shown is my correct taxpayer identification number.		
<input type="checkbox"/> Backup Withholding. I am not subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding.		
<input type="checkbox"/> Exempt Recipients. I am an exempt recipient under the Internal Revenue Service Regulations. Exempt payee code (if any) _____		
FATCA Code. The FATCA code entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.		
Other Terms/Information		



Treasury Management Services

General Terms and Conditions

Introduction

First Commonwealth Bank offers a full line of Treasury Management solutions to help you accelerate the collection of your receivables, manage your disbursements, combat fraud, utilize your excess cash, access your information and simplify your various cash management processes. Our Treasury Management specialists can recommend solutions based upon your unique needs.

Applicability of these Terms and Conditions

These Terms and Conditions, and any amendments to them, apply to all Treasury Management Services we provide to you and govern all activity in your Accounts. The Terms and Conditions are in two parts: (1) these General Terms and Conditions, which apply to all Treasury Management Services; and (2) Specific Terms and Conditions, which apply to the services you may use. Both the General Terms and Conditions and, insofar as applicable, the Specific Terms and Conditions apply when you use our Treasury Management Services. In addition, the Deposit Account Agreement is incorporated into these Terms and Conditions. In the event of a conflict between the Deposit Account Agreement and these Terms and Conditions, the Terms and Conditions will control. In the event of a conflict between the General Terms and Conditions and Specific Terms and Conditions, the Specific Terms and Conditions will control with respect to the service covered by the Specific Terms and Conditions. We can accommodate your Affiliates through our Treasury Management Services. By initiating services for any entity, you represent and warrant to us that you have the requisite authority to do so for that entity. You agree that you and each of your Affiliates that use our Treasury Management Services are jointly and severally liable for any losses, cost, damages and expenses we incur in providing our Treasury Management Services to any such entity.

Your Obligations to Us

Your obligations to us are outlined in the General Terms and Conditions and the Specific Terms and Conditions. In addition, you will comply with all applicable laws, rules and regulations (as amended from time to time) when you utilize our Treasury Management Services. Also, if any of your Accounts become overdrawn for any reason, you must make a deposit of immediately available funds to the applicable Account for the amount of the overdraft as soon as we notify you or you become aware of the overdraft.

Your Acceptance of the Terms and Conditions

By using or continuing to use our Treasury Management Services, you accept and agree to be bound by the Terms and Conditions. We may change any of the Terms and Conditions upon notice, which we will generally provide to you 30 days in advance of any material changes. By your continued use of our services, you agree to be bound by those changes. The Terms and Conditions document supersedes any other agreement that we may have with you for Treasury Management Services. If there is a conflict between the Terms and Conditions and any other documentation that we provide to you, including, but not limited to set-up forms, the Terms and Conditions will control.

Definitions

As used in these Terms and Conditions “**we**”, “**our**”, and “**us**” refer to Treasury Management Services through First Commonwealth Bank or independent third parties that we designate to provide services pursuant to these Terms and Conditions. For purposes of your obligations to indemnify us, First Commonwealth Bank includes our officers, directors, employees, shareholders and advisors

“**You**” and “**your**” refer to the entity that we agree to provide the services to pursuant to these Terms and Conditions including your Affiliates. Words and phrases defined in the Uniform Commercial Code as in effect in Pennsylvania have the same meaning in these Terms and Conditions.

Additional terms will have the following meanings:

Account and Accounts means, unless otherwise provided, all present and future deposit accounts of that you or any of your Affiliates that utilize Treasury Management Services have with us.

ACH entry refers to a credit entry or debit entry made through an established ACH network.

ACH Network means an Automated Clearing House network that electronically transfers funds between banks.

Affiliates include any entity that controls, is controlled by, or is under common control with another entity.

Authorized Individual means a person you have designated to authorize actions for you.

Available funds and **available balance** means the funds available for withdrawal from an Account as determined by our Funds Availability Policy.

Banking Day means the part of a day upon which our principal office is open for the conduct of substantially all of our banking functions.

Credit entry means an ACH transaction those results in forwarding funds to a designated Account and resulting in a debit to the applicable Account.

Debit entry means an ACH transaction that results in a debit to a third party Account for your benefit and a resulting credit to the applicable Account.

Facsimile signature refers to any method used by you to indicate written approval other than a manual signature of a natural person's name made by that person, but without regard to color variations. The phrase includes (but is not limited to) the use of signature stamps or plates, computer generated symbols and signatures produced by digital or other electronic means.

Including means **including without limitation** and is intended to introduce some, but not all, examples.

MICR means magnetic ink character recognition.

NACHA Rules means the rules issued by the National Automated Clearing House Association as amended from time to time.

Online Banking means any service offered by us that allows you to conduct or process a transaction or undertake any activity remotely through the use of the internet, which may include, but is not limited to, account management, remote deposit, ACH origination, wire transfers and internal fund transfers.

On-Us entry means an entry from an Account maintained with us for credit or debit to an Account that is also maintained with us. The Accounts must be at the same financial institution.

PIN means personal identification number.

Payment Order is a term defined in Article 4A of the Uniform Commercial Code; it refers to wire transfers and ACH credit entries if certain conditions are met.

Regulation CC means Regulation CC of the Board of Governors of the Federal Reserve System as it may be supplemented or amended from time to time.

Setup Process means, for any Service that you select, the process of exchanging information necessary to develop the parameters of the Service to be initiated.

Specifications means any application, instructions, procedures, guidelines, manuals and other documentation that we provide with respect to a Service.

SWIFT means the international electronic message-transfer service known as the Society for Worldwide Interbank Financial Communications.

Terms and Conditions means these General Terms and Conditions and any specific Service Terms and Conditions and any change we make from time to time.

Confidentiality

The design of our Treasury Management Services, the technologies and methodologies that we use to provide these Services, our security procedures, any Specifications that we provide to you and our pricing of such Services are confidential and proprietary to us and are referred to as our "Confidential Information." You must establish and maintain procedures to safeguard the Confidential Information. You hereby acknowledge the confidential and proprietary nature of the above information and agree not to disclose it to any third party without our prior written approval, except to your agents who have a need to know the Confidential Information or to the extent that you are required to do so by court order or a government authority of competent jurisdiction.

Privacy

We agree that all customer information you provide to us, or to which we have access in the course of providing the Treasury Management Services, including, but not limited to, names, addresses, telephone numbers, account numbers, customer lists, personal data, and demographic, financial, and transaction information ("Customer Information"), will remain confidential. We agree not to use the Customer Information for any purpose other than as required for the performance of our obligations with regard to the Treasury Management Services, and we agree not to disclose the Customer Information to any other parties, except as required by law or with your consent.

We agree to maintain appropriate measures designed to ensure the security and confidentiality of the Customer Information, protect against reasonably foreseeable threats or hazards to the security or integrity of such information, and protect against unauthorized access to or use of such information. Such measures include, as appropriate, the establishment and maintenance of policies, procedures, and technical, physical, and administrative safeguards.

Authorized Individuals and Other Information

Depending on the types of Treasury Management Services you choose, you need to designate individuals to authorize actions for you on the forms that we provide during the Setup Process. If you wish to change any information on a set up form or make changes to authorized individuals, contact us for the appropriate forms. We need a reasonable period of time to process the change.

You represent and warrant to us that we may rely on acts that purport to be authorized by those people you have designated on the set up forms or within your banking resolution. In our discretion, we may rely on acts that purport to have been authorized by people you previously authorized and not revoked.

Authorized Actions

If you authorize actions, such as the payment of checks by facsimile signature, we may rely on a facsimile signature that resembles the appropriate facsimile signature specimen given by you to us and appears to have been made through an authorized medium, regardless of how the facsimile signature came to be placed on the item. We may rely on facsimile signatures, even if they were placed on items without your knowledge or consent. We may pay items bearing a facsimile signature, regardless of the persons to whom they are drawn or paid. You assume full responsibility for all payments made by us in good faith over any facsimile signature resembling, without regard to color variation, an appropriate specimen facsimile signature.

We may pay any item drawn on any Account and purported to be signed by the appropriate authorized signer or signers regardless to whom the item is drawn or paid. If you authorize actions by any other form of communication such as telephone, or in person, or, if an applicable security procedure calls for authorization by any form of communication, we can rely on persons identifying themselves by the designated form of communication as authorized individuals.

Taxpayer Identification Numbers

You must provide us with the applicable Taxpayer Identification Number, and, certify reporting status by providing a completed IRS Form W9 for each Account, unless you meet the requirements for foreign depositors described below. If you fail to provide us with a properly completed and signed IRS Form W9, we are required to backup withhold United States Income Tax at the then current rate from all interest paid or credited to your Account. For exceptions to these rules, refer to the instructions for completing IRS Form W9.

Foreign Depositors

If you are a foreign entity, an IRS Form W8 certifying the foreign status must be completed. If you fail to provide us with a properly completed IRS Form W8, we are required to backup withhold United States Income Tax at the then current rate from all interest paid or credited to the Account. For exceptions to these rules, refer to the IRS instructions for completing an IRS Form W8.

Information on Deposits to/Withdrawals from Your Account

Unless we specifically agree otherwise, you may not deposit substitute checks (as such term is defined under Regulation CC of the Board of Governors of the Federal Reserve System, 12 CFR Part 229) to your Accounts. In the event that you deposit a substitute check, you agree to make all representations and warranties to us that we would make under applicable law and regulation by processing such substitute check. In addition, in the event that you deposit a substitute check, you agree to hold us harmless and indemnify us from any liabilities, losses, claims or damages, including reasonable attorney's fees, we incur as a result of processing the substitute check.

We may refuse any deposit to your Account, limit the amount of any deposit, or return all or any part of a deposit to you without prior notice. We reserve the right to return any item that we receive for deposit to your Account if we decide not to handle that item. If we make this decision, we will send a notice by the next Banking Day after we receive the item.

We may limit the aggregate dollar amount disbursed from or collected in your Account on one or more Banking Days. If you have directed collection and disbursement from your Account, we reserve the right, without notice, to restrict all or part of the disbursement pending final payment of the amounts being collected. If you have directed disbursement from your Account, we reserve the right, with or without notice, to require that sufficient available funds be deposited in the Account before a disbursement is made.

We may treat any transaction occurring after an applicable cut off time or not during the Banking Day, to have occurred on our next Banking Day. For example, if a deposit of cash and items occurs after an applicable cut off time or not during the Banking Day, we may deem the deposit to have been deposited on our next Banking Day after the day of receipt. Refer to our Funds Availability Policy for specific times. An Account may be debited on the day an item is presented by electronic or other means, or at an earlier time based on notification received by us that an item drawn on an Account has been deposited for collection in another financial institution. A determination of an account balance, for purposes of making a decision to dishonor an item for insufficiency of available funds, may be made at any time between the receipt of such presentation or notice and the time of return of the item, and no more than one such determination need be made.

We may generate through the ACH network a Re-Presented Check ("RCK") Debit Entry or an equivalent for such qualified returned items in accordance with the NACHA Rules. We will use reasonable efforts to review returned items that were deposited to your account to determine whether they are a qualified return item, but will have no liability to you in the event that we fail to initiate an RCK for a qualified return item or initiates an RCK Entry for an item that is not a qualified return item. You will retain the original item for which RCK Entries have been initiated for a period of ninety (90) days following the date on which the applicable Entry was settled, and will retain legible copies of the front and back of each items as required by applicable law.

Insufficient Funds and Returned Items Automated Check Processing

Check processing is a highly automated service, and we use commercially reasonable efforts to process items. We may, however, pay any item drawn on an Account even if one or more of the following are true: a stop payment previously requested has expired; the item contains language that purports to make it void before the time it was paid; or the item contains other language that purports to establish conditions under which it may be paid.

Charges for Treasury Management Services are shown on your account analysis statement or your bank statement, and we will notify you at least 30 days before changing our fees. A debit to your designated Account will be made for the amount of the fees due. If we agree otherwise, we will provide an invoice for the amount of the fees. Payment is then due within 15 days of the invoice billing date. If payment is not received, we reserve the right to debit your Account in the amount of fees due. A credit against fees based on the amount of the balances in your Accounts may be available.

Certain Rights

In opening an Account, you grant to us and warrant that you have the authority to grant to us, a security interest in any balance in the Account to secure the payment of any of your indebtedness to us, whether due or to become due. We can offset any such balance against any such indebtedness even if the indebtedness is related to the operation of an Account other than the one debited. For example, we may charge one of the Accounts in your affiliated account relationship if another has insufficient funds.

We may also apply any balance in an Account reported on the summary portion of your account analysis statement to any overdraft in any other Account that is also reported on that summary statement. Accounts reported in this manner are Accounts that have been affiliated for purposes of computing service charges and earnings allowances. By opening an Account, you grant to us a security interest in such account balances to secure overdrafts.

Assignment

The agreement formed by your acceptance of these Terms and Conditions through your use of Treasury Management Services will benefit and be binding on your successors and assigns. We may designate or contract with any of our affiliates or independent third parties to provide Treasury Management Services under these Terms and Conditions without giving you notice.

Subcontracting

We may subcontract any of the Treasury Management Services provided by these Terms and Conditions without notice to you. We will be responsible for the obligations, acts or omissions of our subcontractor's performance for the purpose of these Terms and Conditions. We are not responsible for your acts or omissions or those of any other person (including any Federal Reserve Bank, transmission or communications facility, any receiver or receiving depository financial institution or any bank you use) and no such person will be considered our agent.

Notices

Unless we specify otherwise, we can send and receive a notice in writing, by telephone or fax (or comparable transmission) or via our Online Banking Service, or other communication we mutually agree upon. All written notices are effective four days after mailing (postage prepaid) and immediately on personal delivery, fax (or comparable transmission) with receiver's acknowledgement of receipt, or when posted via our Online Banking Service. You may designate an address for receipt of notices. We reserve the right to require advance notice to close an Account.

Rejection or Delay

We generally notify you by a message posted to the Online Banking Service or other communication method mutually agreed upon, of any rejection or delay in processing a payment order or debit entry, no later than the Banking Day following the Banking Day it would otherwise have been transmitted by us to the wire transfer network or the ACH system or, in the case of an On-Us entry, its effective entry date. We are not liable to you because of such rejection or delay or the fact that notice was not given at an earlier time.

ACH Entries

Your Accounts may be credited by another party issuing an ACH credit entry or they may be debited by another party issuing an ACH debit entry. ACH credits are provisional until we receive final settlement. In the event that we do not receive final settlement or payment for any of these credits, we will charge the amount of any credit for which we did not receive final settlement or payment against the applicable Account. We reserve the right, however, to charge any of your other Accounts if adequate funds are not available in the applicable Account we initially credited. Entries are reported through our Online Banking Service, as applicable, or as part of the account statement.

Incoming Wire Transfers

Accounts may receive credit through an incoming wire transfer. The right to receive notice of the receipt of an incoming wire transfer is waived, unless you contract with us to provide such notice. An authorized individual may instruct us about incoming wire transfers. Those instructions include, but are not limited to, return the payment and debit the applicable Account in the amount of the incoming wire transfer, or to authorize us to convert a payment from a foreign currency into U.S. dollars.

Security Procedure/Devices/Passwords

We will from time to time establish one or more procedures (known as a "security procedure") to be used in connection with certain Services to verify that a payment order, transaction or service change order was initiated by you. We will provide a description of our available security procedures during the Setup Process or whenever you request it from us. You acknowledge and agree that you have been informed of and understand our security procedure and that our security procedure is commercially reasonable. You agree to be bound by any payment order, transaction or service change order that we act upon in accordance with our security procedure. You understand that the purpose of the security procedure is not to detect errors in the content of a payment order or debit entry transmitted by you. The fact that following the security procedure might have had the unintended consequence of detecting a mistake does not impose a duty on us. **If you do not adopt our established security procedure for a particular Service and the security procedure that you do adopt provides less protection against unauthorized transactions or activity than other security procedure that we offer, you agree to be bound by any payment order, transaction or service change order issued in your name and accepted by us in compliance with the security procedure that you select and to indemnify and hold us harmless from and against any losses or liabilities relating directly or indirectly to your use of those security procedures. We**

reserve the right to issue new security procedures and/or to cancel or change any security procedure by giving verbal or written notice to you. We also reserve the right to periodically audit your security procedures and information technology processes, and to mandate controls or suspend Services until you comply with any required security procedures.

You are responsible for the safekeeping of any passwords, PIN, token or other security devices or identifiers you use in connection with our Services. If a password, PIN, token or other security device or identifier is used in connection with any Online Banking Service, you are responsible for the safekeeping of that password, PIN, token security device or identifier. If you think your password, PIN, token or security device has been compromised, notify us immediately. Do not disclose the password, PIN, token, security device or identifier to any unauthorized individual, or permit anyone to use your identity to access our systems. After completing your transactions sign off from the Online Banking Service.

Online Banking Services

If you use our Online Banking Services in connection with any of your Treasury Management Services activities, including processing transactions, you are solely responsible for purchasing, obtaining, installing, operating any and all necessary equipment or software needed to access the Internet, and you will be responsible for maintaining such equipment or software in an operating condition, including any mandatory maintenance service programs prescribed by us. We will provide minimum specifications for all such equipment or software. You are responsible for the payment of all telecommunications expenses associated with your use of Online Banking Services.

You will use Online Banking Services only for your own internal use in accordance with these Terms and Conditions. Without limiting the generality of the foregoing, unless otherwise agreed to in writing by us, you agree not to make the Online Banking Services available or allow use of the Online Banking Services in a computer bureau service business, timesharing, or otherwise use Online Banking Services by or for the benefit of any third party.

You acknowledge that the Online Banking Services are provided on an "As Is" basis. **Without limiting the generality of the foregoing, we disclaim any warranties regarding the operation, performance or functionality of Online Banking Services (including, without limitation, that Online Banking Services will operate without interruption or be error free).** You acknowledge that there are certain security, corruption, transmission, error, and access availability risks (including denial of service attacks) associated with using open networks such as the Internet and by using Online Banking Services you agree to assume all such risks.

You also agree to the following with regard to your use of our Online Banking Services: (a) you will facilitate timely cooperation between us and any necessary third parties in order for us to provide Online Banking Services; (b) you are responsible for any and all financial risks, including, without limitation, insufficient funds, associated with accessing Online Banking Services; (c) we will not be liable in any manner for such risk unless you follow the procedures described in materials provided by us for use of Online Banking Services, and, you are assessed a penalty or late fee due to our wrongful act or omission. In no event will our responsibilities for such penalties or late fees exceed \$100.00; (d) you will use Online Banking Services in accordance with such reasonable rules as may be established by us from time to time as set forth in any materials furnished to you; (e) you assume exclusive responsibility for the consequences of any instructions you may give to us, for your failure to access Online Banking Services properly, and for your failure to supply accurate input information, including, without limitation, any information contained in an application and (f)

you will designate an Account(s) to be used for the purposes of settling, in aggregate, the financial transactions requested via Online Banking Services. We will provide you with details of the specific transactions, reported similarly as other transactions may be done, that were a result of access to Online Banking Services. You will be responsible for auditing and balancing of Accounts.

Check Fraud Prevention Service

We offer Positive Pay as a service to detect and/or deter check fraud. Positive Pay is an automated fraud detection tool that matches the account number, check number and dollar amount of each check presented for payment against a list of checks previously authorized and issued by you. Please refer to the Positive Pay Specific Terms and Conditions for additional details. You agree that if you fail to implement and use Positive Pay, you will be precluded from asserting any claims against us for paying any unauthorized, altered, counterfeit or other fraudulent item that Positive Pay was designed to detect or deter, and we will not be required to re-credit your Accounts or otherwise have any liability for paying such items.

Limited Liability/Indemnification

If we fail to provide our Treasury Management Services in good faith and without gross negligence, we are only liable for your actual damages directly caused by our failure to provide Treasury Management Services in accordance with our standard of care. **We are in no event, however, liable for any indirect, special, incidental (except as may be required by law), consequential or punitive damages or attorneys' fees.** Our charges for providing Treasury Management Services are unrelated to the value of your business, or the potential for indirect, special, incidental, consequential or punitive damages even if we know of the possibility of such damages. We are not liable for failing to act sooner than required by these Terms and Conditions or applicable law. We also have no liability for failing to take action if we had discretion not to act. We are not responsible for your acts or omissions or those of any other person (including any Federal Reserve Bank, transmission or communications facility, any receiver or receiving depository financial institution or any bank you use) and no such person will be considered our agent. For example, if a wire was sent incorrectly and could not be recovered, the damages would be the amount of the wire transfer plus interest. In providing Treasury Management Services, we rely on your representations and warranties. We also rely on your performance of your duties under these Terms and Conditions. You hold us harmless and indemnify us from any and all liabilities, losses, claims or damages, including reasonable attorneys' fees, we incur (1) if you make a false representation or breach a warranty, (2) if you fail to perform your obligations under these Terms and Conditions, and applicable law or (3) as a result of our performance of Treasury Management Services for you in good faith and without gross negligence. You release us from any claims arising, directly or indirectly, from our compliance with these Terms and Conditions, including our exercise of rights under these Terms and Conditions or applicable law and rules.

Additional Limitations of Liability

In addition to limitations on our liability set forth in these Terms and Conditions, we will not be liable for any loss resulting from a cause over which we do not have direct control, including, but not limited to, failure of Internet or mechanical equipment or communication lines; telephone or other interconnect problems; bugs, errors, configuration problems or incompatibility of computer hardware or software; failure or unavailability of Internet access; problems with Internet providers or other equipment or services relating to your Company's computer or system; problems with intermediate or telephone service; or unauthorized access, theft, or operator errors. We are not liable for any loss or damage resulting from voluntary shutdown of the server or Online Banking Service by us to address computer viruses, denial-of service messages, or other similar problems. As Internet Banking is an Internet-based or file transfer service and potentially subject to

access unavailability, we recommend that you maintain an alternative method of utilizing some services such as initiating Payment Orders or sending your checks to us via Remote Check Deposit Service.

Force, Majeure, Acts of God

To the maximum extent permitted by law, we are not liable for the inability to perform, delays, interruptions of service agencies or damages of any kind caused by acts of God, war, civil commotion, governmental action, fire, explosions, strikes, other industrial disturbances, equipment malfunction, terrorist acts, delay by third parties, severe weather conditions or other events or circumstances beyond our reasonable control.

Sharing Account Information

By opening an Account with us, you authorize us to make inquiries to reporting agencies and financial institutions to obtain and verify information concerning your Account experience. You also authorize us to share information concerning the Accounts with our affiliates and their agents and others requesting that we verify the existence and nature of your Accounts with us and our experience concerning the management of those Accounts, on a "need to know" basis.

Termination

Unless we have otherwise agreed in writing, Treasury Management Services can be cancelled by you or us upon thirty (30) days written notice from an Authorized Individual. If cause exists, however, we may cancel your Treasury Management Services immediately. Cause may include, but is not limited to the following circumstances: (a) you fail to perform or comply with any of the Terms and Conditions; (b) you breach any other agreement between us including, without limitation, any agreement relating to your indebtedness to us or your Account(s) with us or which you execute as security for your obligations to us in; (c) you breach any of your representations and warranties in these Terms and Conditions; (d) your insolvency, receivership, or voluntary or involuntary bankruptcy, or the institution of any proceeding therefore, or any assignment for the benefit of your creditors; (e) in our sole judgment, your financial condition or business is impaired or you may not have sufficient available funds in your accounts with us to settle transactions; (f) in our sole judgment, it is necessary or desirable to do so because of legal process, applicable law or regulation, or other government guidelines; or (g) we suspect fraud or unlawful activity in connection with any of our services. Upon cancellation, we may close your Accounts. Obligations under these Terms and Conditions to indemnify, hold harmless, maintain the confidentiality of Confidential Information, pay amounts owed as well as all disclaimers or limitations of warranties or our other contractual obligations will survive cancellation of the Treasury Management Services.

Miscellaneous

Whenever possible, each provision of these Terms and Conditions will be interpreted as valid under applicable law, but if any provision is held to be invalid, that provision will be ineffective only to the extent of such invalidity. The rest of these Terms and Conditions will be valid. These Terms and Conditions and set up forms and instructions, where applicable, supersede any prior agreements or representations relating to Treasury Management Services. No amendment or waiver will be effective unless evidenced in writing and signed by us. We maintain policies and procedures, including applicable cut off times that may affect the operation of Accounts and the delivery of Services. You agree, and have the agreement of your employees and agents, that we may record by audio, video or other means any telephone conversation or other communication we have with you or them. We may also, from time to time, advise you to utilize certain software or services in order to safeguard your computer systems or to safeguard your communications with us. If you fail to adopt these safeguards, we will have no liability for fraudulent transactions that

purported to originate from you. You agree that we may condition the provision of Treasury Management Services on participation in such programs by you, your employees and agents. Also, you are responsible for all taxes, however designated, levied or based upon our Services, including federal, state and local, excluding taxes based upon our net income or assets. In the event that a Treasury Service involves a payment from or to you in a foreign currency, the applicable Account will be debited or credited (as applicable) in U.S. dollars with conversion charges based upon the rate we receive from the Federal Reserve Bank or our correspondent bank, less our fees and expenses.

Financial Information

We may require submission of financial statements, other financial related information and credit approval satisfactory to us before providing or continuing to provide services.

Waiver of Trial by Jury

Each party hereby waives the right to trial by jury in action arising out of or relating to these Terms and Conditions.

Specific Terms and Conditions ACH Services

Introduction

The ACH Service consists of the following services: ACH Origination, Direct Deposit to accounts and Pre-Authorized Payments. They are further described as follows: With the **ACH Origination Service**, ACH credits or ACH debits can be initiated to designated recipients. With the **Direct Deposit Service**, ACH credits can be initiated to make recurring payments to designated recipients. We do not withhold from the designated amounts any funds for income tax or any other purpose. With the **Pre-Authorized Payment Service**, designated amounts can be debited from a customer's account if the customer authorizes such debits/withdrawals. The withdrawals are ACH debits and the amounts are credited to the applicable account with us. Your ACH files are archived until such time the ACH entries are scheduled to be released into the ACH network.

ACH Entries

We must receive the credit and debit entries that designate the recipient accounts and all required information such as account number and receiving depository financial institution, and specify the date and dollar amount of each entry, the Standard Entry Class ("SEC") Code and other information we may request from time to time. Depending on the ACH Origination Service selected, the transmission will occur through a mutually agreed upon communication method. Entries must be prepared according to the NACHA Rules, unless we have agreed with you otherwise. A credit entry is an authorization from you to initiate through us an order or request for deposit of funds to the account of the receiver. A debit entry is a payment of funds from the account of the receiver. These receiver accounts are maintained at one or more financial institutions that have agreed to accept credit or debit entries through the ACH Network. We will not be responsible for any delay incurred in the clearing or processing of a credit entry or debit entry unless we are directly responsible for the delay. You will bear all responsibility for any entry made in error once such entry has been accepted by us.

The following are SEC Codes that are available through our ACH Origination Service:

- CCD – Corporate Credit or Debit – Either a credit or debit where funds are either distributed or consolidated between corporate entities.
- CTX – Corporate Trade Exchange –The transfer of funds (debit or credit) within a trading partner relationship in which payments related information is placed in multiple addenda records.
- PPD – Prearranged Payment and Deposit
 - Direct Deposit – The transfer of funds into a consumer's account. Funds being deposited can represent a variety of products, such as payroll, interest, pension, dividends, etc.
 - Direct Payment – Preauthorized payment is a debit application. This includes recurring bills that do not vary in amount -- insurance premiums, mortgage payments, charitable contributions, and installment loan payments or standing authorizations where the amount does vary, such as utility payments.
- WEB – Internet-Initiated Entry – A debit Entry or enrollment in recurring debit to a consumer account initiated by an Originator pursuant to an authorization that is obtained from the receiver via the Internet.

Certain Rights

We may require account funding before initiating any live entry. At our discretion, such funding may be required at the time of receipt of the file or on the settlement date. You authorize us to place a hold on your account in the amount of your ACH entries until the settlement date of such entries. If the designated account does not have sufficient available funds, we reserve the right not to process the transaction. We also reserve the right to suspend any ACH Origination Service. We may establish dollar limits for ACH entries that we will process for you. We may establish separate dollar limits for credit and debit entries. We may change your limits at any time without notice to you.

NACHA Rules

In delivering any ACH Origination Service, we follow the NACHA Rules and incorporate them by reference into these Terms and Conditions except to the extent they are modified by these Terms and Conditions. You should obtain and keep a current copy of the NACHA Rules and follow them. Under the NACHA Rules, we make certain warranties in providing the ACH Origination Service. You may review these rules at any time by visiting www.achrulesonline.org. You can purchase a copy of the current ACH Rules Book at <https://www.theclearinghouse.org/education-and-events/store/corporate>. By using any ACH Origination Service, you make the same warranties to us that we make under the NACHA Rules. All necessary consents and authorizations must be obtained for us to provide the ACH Origination Service.

Authorizations; Record Retention

You will obtain a prior approval as required by the NACHA Rules from each receiver (an "Authorization") whether (i) the receiver has regular periodic payments from you, or (ii) the receiver permits you to make withdrawals from the receiver's account through this Origination Service. The Authorization must be writing or other acceptable manner in accordance with the NACHA Rules. Such Authorizations must be retained for the time specified by the NACHA Rules, which is generally two (2) years after termination or revocation of the Authorization. Upon request, you agree to provide us copies of the Authorizations. In addition, upon reasonable notice to you we may perform an audit of your ACH activities in order to confirm your compliance with the NACHA Rules.

The following table shows the proper SEC Codes to use depending on how you obtained the authorization to debit/credit an individual or company's account:

SEC Code	Debit / Credit	Authorization Method
PPD	Debit or Credit	Document signed by individual or similarly authenticated
CCD, CTX	Debit or Credit	Document signed or verbal agreement by Customer
WEB	Debit Only	Via the Internet

Regulation E

Regulation E, issued by the Board of Governors of the Federal Reserve System, governs certain transactions involving consumer accounts (which is defined in Regulation E). If you use the ACH Origination Service to initiate transactions governed by Regulation E, you represent and warrant to us that you are in compliance with and will comply with all requirements of Regulation E as it may be supplemented or amended from time to time.

Compliance with Legal Requirements

The ACH System is subject to the requirement of compliance with Office of Foreign Assets Control ("OFAC") enforced sanctions policies. You, as Originator of ACH entries, must not initiate any entries that violate any laws of the United States or the NACHA rules. You represent that only lawful ACH entries will be originated with us. Due to our compliance with OFAC enforced sanctions, we reserve the right to temporarily suspend ACH processing of a transaction for enhanced compliance reviews which may result in a delay in settlement and/or availability. This is true for all ACH transactions.

You represent and warrant to us that you have and will continue to have all licenses and comply and will continue to comply with all formalities necessary for all ACH entries and the transactions to which such ACH entries are related and that you are in compliance with all applicable domestic and foreign laws, orders and regulations (including, but not limited to, those relating to regulations of the United States Department of the Treasury Office of Foreign Assets Control ("OFAC Regulations"). At our request, you will provide us with compliance certificates.

You acknowledge that we are subject to "OFAC Regulations". In the event that we determine in our sole discretion, which determination will be conclusive, that performing any ACH Origination Service or other services incidental thereto could subject us to any potential claim or violation of the OFAC Regulations, we will take any and all action required under the OFAC Regulations in connection with such service including, without limitation, making any and all reports required under the OFAC Regulations, and will immediately cease all performance with respect to any such service until such time as we determine in our sole discretion that performance of such service would not be proscribed by the OFAC Regulations. We will notify you of any determination made hereunder (unless such notice is prohibited by OFAC Regulations), which notice will designate the ACH Origination Services affected and the implicated provisions of the OFAC Regulations; provided, however, that failure to so notify you will not in any way require us to perform any service or otherwise fail to comply with the OFAC Regulations. You will hold us harmless from any liability whatsoever incurred by you in connection with a cessation of the ACH Origination Service under this section.

Without limiting any other provision of the Terms and Conditions, you will indemnify us and hold us harmless from and against any and all liabilities, damages, claims, costs and expenses incurred by us in relation to the OFAC Regulations as a result of our performance of the ACH Origination Service.

Credit Entry Acknowledgements

If you originate a credit entry and request an acknowledgement (ACK or ATX) for that credit entry in the manner set forth in the NACHA Rules, and the receiver's depository institution provides ACH acknowledgement services, we will transmit any acknowledgement we receive to you by means of an EDI statement that includes any related addendum information. You are responsible for verification of any information contained in any acknowledgement entries and will notify us promptly if you believe there to be an error. In the event of an error, we will, upon your request, transmit a refused acknowledgement entry to the receiver's depository institution in accordance with the NACHA Rules. We reserve the right to refuse an acknowledgement entry we receive that was transmitted to us in error or contains incorrect information.

If we receive or are sent an International transaction, there may be delays in processing, settlement and/or availability due to enhanced scrutiny on these types of transactions.

Debit Entries

When we initiate a debit entry for credit to your account, we follow our established procedures, as they may be amended from time to time. We reserve the right to delay availability with or without notice to you. All credits to accounts are provisional pending final settlement or payment. When you originate debit entries, you will obtain from the receiver such authorization as is required by the NACHA rules. When debiting a consumer account, valid authorization and authentication must be available upon request of the receiver bank.

If we receive or are sent an International transaction, there may be delays in processing, settlement and/or availability due to enhanced scrutiny on these types of transactions.

Reversing File

If an error in the ACH file or an ACH entry is discovered, you may direct us to initiate a reversing entry within the time and in the manner prescribed by the NACHA Rules. You agree to reimburse us for all costs and expenses incurred by implementing a reversing file or a reversing entry, including all costs associated with the indemnification provisions of the NACHA Rules.

Change Requests

If an addition, correction or deletion ("change request") is required to an entry, you must contact us and ask us to delete the entire ACH file. A change request will require the remaking of a file. We cannot attempt to cancel an ACH file after it has been presented to the ACH Network.

Notice to a Customer

You acknowledge that credit entries may be transmitted through the ACH Network and that your rights and obligations with respect to such credit entries are governed by and construed in accordance with Article 4A of the Uniform Commercial Code and the laws of the State of Pennsylvania. A receiving depository financial institution may not give its customer credit until it receives final settlement or payment. Any credit given prior to final settlement or payment is provisional. If final settlement or payment is not received, you will not be deemed to have made a payment in the amount of the credit entry.

Returns

We provide reports via our Online Banking Service or other communication method mutually agreed upon, of a returned ACH entry no later than one Banking Day after the Banking Day it is received by us. If a debit entry we initiated is returned, we do not attempt a second collection or redeposit. We reserve the right to refuse to honor a second collection or redeposit request. We do not attempt to send returned credit entries a second time. Returned ACH entries are charged/credited to the applicable account on the Banking Day we receive notice of the returned ACH entry or as soon as practicable.

The timeframes for dishonoring an untimely return entry will be based upon NACHA rules by return reason code. You attest that you will suffer a financial loss by not having the return entry dishonored.

You agree to indemnify and hold us harmless from and against any and all claims, action, liabilities, losses, damages or costs that relate to or arise out of our dishonoring the returned ACH entry.

Internet Initiated/Mobile Entries (“WEB”)

If you submit ACH entries representing the authorization of Internet-based/mobile payments (“WEB”), you will comply with the requirements of this paragraph. Such entries must be identified your use of NACHA’s “WEB” Standard Entry Class code as defined in the NACHA Rules. You will utilize commercially reasonable methods to establish the identity of the Receiver, and you hereby warrant to us that each such Receiver has authorized you to submit ACH entries to their accounts in settlement of transactions to which Receiver has agreed. As required by the NACHA Rules, you must maintain records such as logs from an Internet ordering system as proof of each Receiver’s authorization. We from time to time may (without any obligation or duty to do so) require you to make such records available for our review.

As required by the NACHA Rules, you will use commercially reasonable procedures to verify that routing numbers are valid for entries originated using the WEB Standard Entry Class code. You will establish a secure Internet session with each Receiver prior to the Receiver entering any banking information utilizing a commercially reasonable level of security that complies with current, applicable regulatory guidelines, including minimum encryption standards for financial transactions as published from time to time by the Federal Financial Institutions Examination Council.

You must conduct an annual audit to ensure that the financial information you obtains from each Receiver is protected by security practices and procedures that include adequate levels of, (1) physical security to protect against theft, (2) personnel and access controls, and (3) network security.

International ACH Transactions

As part of the ACH Origination Service, we may agree, in our discretion, to offer a service called International ACH Transaction (“IAT”) Service. This would require the classification of payments that are transmitted to or received from a financial agency outside the territorial jurisdiction of the U.S. as an IAT. Travel Rule information, as dictated by the Bank Secrecy Act must be provided in order to complete an OFAC scan as required by U.S. Law. If IAT entries are approved by us, you will enter into a separate agreement or an addendum to this Agreement governing the terms and conditions of IAT entries.

Foreign Exchange

Without limiting any other provisions of the Terms and Conditions, you will hold us harmless and assume all foreign exchange related risks with respect to (1) any ACH entry transmitted pursuant to the IAT Service, and (2) any subsequent return for any reason of an ACH entry transmitted pursuant to the IAT Service.

International Operating Rules

In addition to the NACHA Rules, you agree to be bound by and comply with any rules or regulations, promulgated by any international or foreign entity that governs applicable funds transfer.

Financial Information and Audit

We may from time to time request information from you in order to evaluate a continuation of the ACH Service or adjustment of any limits set pursuant to these Terms and Conditions. You agree to provide the requested financial information promptly upon request by us. Upon our request, you authorize us to enter your business premises during normal business hours for the purpose of ensuring that you are in compliance with these Terms and Conditions and the NACHA Rules and to perform an audit of your operational controls, risk management practices, staffing and the need for training and ongoing support, and information technology infrastructure. You acknowledge and agree that we have the right to mandate specific internal controls at your location(s) and you will comply with any such requirement. If you refuse to

provide the requested financial information, or if we conclude, in our discretion, that the risks posed to us by making ACH Service available to you are unacceptable, if you violate these Terms and Conditions or the NACHA Rules, or if you refuse to give us access to your premises, we may terminate or suspend the ACH Service.

Third Party ACH Processing

You agree that you will not utilize the ACH Service to process payments originated by third parties unless we agree to permit such utilization pursuant to a separate written addendum to these Terms and Conditions that sets forth the terms, conditions and limitations applicable to third party ACH processing.

Specific Terms and Conditions Cash Vault Service

We offer Cash Vault Services (the "Service") to provide you with an efficient way to make deposits and place orders for coins and currency. Your use of the Service will be governed by these Terms and Conditions, the fee brochure(s) and any Specifications.

Armored Car Service

You will contract separately with one or more armored car services that are acceptable to us (each, a "Courier") to pick up your deposits and/or deliver cash in accordance with these Terms and Conditions. Each Courier will be considered your agent for all purposes connected with the Service, even if we have assisted you in selecting or obtaining the Courier.

The Courier will pick up your deposits (including but not limited to cash, coins, and/or checks) and deliver them to a cash vault processor provided or designated by us (the "CVP") for credit to your designated Account. We or the CVP may reject any shipment that we or it considers unacceptable or irregular (e.g., shipment bags that have holes or are not properly sealed). Any shipment receipt provided by the CVP will not be deemed an acknowledgment of the contents of any shipment. Your deposits will not be deemed to be accepted for deposit by us until they are received, counted and reconciled against your deposit tickets by the CVP and we are notified that the shipment has been verified as correct by the CVP. We may charge your Account with us for any adjustments made by the CVP (e.g., for counterfeit currency). You understand that local traffic conditions and other circumstances may affect the time of shipments and that the Courier may abandon or delay any scheduled shipment if it observes suspicious circumstances at your location.

For deposits received before the applicable Cutoff Time (as set forth in the Specifications) on a Banking Day, you will receive provisional credit on that day. For deposits received after the Cutoff Time or on a day other than a Banking Day, you will receive provisional credit on the next Banking Day. We may make adjustments to your Account at any time if we discover counterfeit currency, contaminated currency, or discrepancies resulting from mis-strapped denominations.

Cash Delivery

You may use this service to request a delivery, transfer or exchange of cash from a Courier acceptable to us. These services will be contracted and paid for directly by you outside of these Terms and Conditions under terms and conditions agreed upon by you and acceptable to us.

The physical cash provided by us from our inventory will be paid only from your available funds on deposit with us. If you wish to request cash from our inventory, you must utilize a password-protected voice response unit in order to request the cash and you must do so prior to 11:00 AM on the day prior to the expected delivery date. You must include the amount of cash requested and the desired delivery date."

Pending credit approval of your request, the full amount of the requested cash will be debited from your Account on the actual delivery date. If cash is returned to our inventory, we must be notified of the amount and date of return. The amount of the returned cash will be credited by us to your account only after we have received written confirmation of the amount by the Courier. In addition, we may charge your Account directly for services provided and charged to us by your Courier.

The Courier's written receipt of delivery or return will be conclusive evidence of the amount and date of the cash provided by and to us.

We reserve the right to reject any request in the event that there are insufficient available funds in your Account to fulfill the request.

Your Instructions

You authorize us to accept Service instructions from any authorized signer on your account and/or from any other person you designate for that purpose. We also may act upon any online or telephone instructions that are made in accordance with our prescribed security procedures. We may refuse any Service instruction that we cannot confirm to our satisfaction.

Indemnification

We assume no risk and will have no liability, and you will indemnify and hold us harmless from and against, any loss arising from the damage, destruction, theft or unexplained loss of any cash, coins, checks or other items that occurs, in the case of a deposit, prior to we or the cash vault processor taking possession of the items from the Courier, or in the case of a delivery, after the Courier takes possession of the cash from us or the cash vault processor.

Specific Terms and Conditions Lockbox Services

Introduction

With our Lockbox Service ("Lockbox Service"), you can direct customers to send payments to a selected post office address (the "Lockbox"). We then pick up the mail, process the remittances according to the instructions on file, make deposits, and provide daily reports of deposit information. You will have access to images of the payments and your remittance documents that you have received in the Lockbox.

Initiating Lockbox Services

We will follow our established procedures for setting up any Lockbox Service for you. You must complete our Lockbox Processing Instructions form before we will commence our Lockbox Service. By using the Lockbox Service, you agree to be bound by these Lockbox Service Terms and Conditions. In accordance with your instructions, we establish a post office address for you. Use this address when giving remittance instructions to those who will send payments to the Lockbox. Do not use this address as the return address for outgoing mail to your customers.

Processing Remittances

We collect and open mail sent to the Lockbox. We will have no liability to you if your customer claims to have sent cash to the Lockbox. In addition, you will advise your customers not to send cash to the lockbox. You may at any time upon ten (10) calendar days prior written notice to us request that a name or designation on your list of payees sent to us be deleted or added, and we will add or delete the name or designation if the request is acceptable to us. If we agree as a result of a written request from you to accept "All Payees", you warrant to us that you have the authority from the payee to process their items. You agree to indemnify us and hold us harmless from and against any and all claims, action, liabilities, losses, damages or costs that relate to or arise from our processing the payee's items.

On each Banking Day, we will collect from the Lockbox the envelopes and other contents of the Lockbox. We will open the envelopes and determine whether they contain any remittances, remittance statements, invoices, correspondence, checks, papers, documents or other items ("Remittance Materials"). All of the remittance materials, except for deposited checks, will be bundled and sent to you, or destroyed after a period of no more than 90 days, in accordance with the instructions that we have on file.

Checks Not to Be Deposited. Unless otherwise requested by you and agreed to by us, we will not deposit checks falling into any of the following categories or checks if you have specifically instructed us in writing not to deposit the following:

- **Unacceptable Payees.** Checks on which the name or designation of the payee is not the name or designation specified by you in writing to us for acceptable payees, or a reasonable variation (in our opinion) of such name or designation.
- **Postdated and Stale dated Checks.** Checks which are postdated three or more days after the date they are collected from the Lockbox, postdated checks that in our opinion would not be paid on presentation, and checks dated six months or more prior to the date they are collected from the Lockbox.

- Indeterminable Amount. Checks on which the correct amount of the check cannot be determined from the check and the documents that you received with the check, or checks on which the numerical and written amounts are not the same and the envelope containing the check did not contain an invoice or a Remittance statement (or, if such were included, the amount of the invoice or Remittance statement did not match either the numerical or written amount on the check).
- Alterations. Checks that appear to contain an alteration; provided, however, that we will only use reasonable efforts to catch such alterations and prevent deposits. As a result, we will have no liability whatsoever, despite anything to the contrary in the Lockbox Agreement, for its deposit of any check containing an alteration, unless the deposit results directly from the willful misconduct of our officers or employees.
- Foreign items. Unless we agree with you otherwise, we will not deposit checks drawn on a foreign bank or denominated in a foreign currency. These checks will be processed via the collection process.

Checks to Be Deposited. Unless you specify otherwise in writing to us, checks that are not included in the category of checks that are not to be deposited will be deposited in the applicable Account and we will process the following checks as is set forth below:

- Discrepancies in Amount. Checks on which the numerical and written amounts are not the same, in which case the amount deposited will be that amount which corresponds to the amount on the invoice or Remittance statement enclosed in the envelope with the check. If the numerical and written amounts on any check are the same, but do not correspond to the amount on the invoice or Remittance statement enclosed in the envelope with the check, the check amount will be deposited.
- Missing Date. Checks which are not dated, in which case the check will be deposited after being dated by us as of the date it is collected from the Lockbox

Restrictive Notations. Checks bearing restrictive notations, such as "Paid in Full," will be handled on a reasonable efforts basis in accordance with the written request of you as agreed to in writing by us. We will have no liability whatsoever, despite anything to the contrary in the Lockbox Agreement, for our failure to comply with such request, unless the failure results directly from the gross negligence or willful misconduct of our officers or employees.

Endorsements

You authorize us to endorse all checks processed for deposit similar to the following example:

CREDIT TO THE ACCOUNT
OF THE WITHIN NAMED PAYEE
ABSENCE OF ENDORSEMENT GUARANTEED

Deposits for Lockbox Service

We prepare checks for deposit in the applicable demand deposit Account with us. These deposits are made periodically throughout each Banking Day and reflect the total amount of the items processed. The credit and collection of these checks are subject to the same terms and conditions as deposits made directly by you.

We will notify you of returned items and will accordingly debit your Account. We will have the right to credit or debit the Account to correct processing mistakes that are capable of correction. Copies of credit or debit advices will be sent to you.

Processing Errors

Occasional processing errors can occur that may cause the applicable accounts to reflect incorrect balances. We will take action we deem appropriate to correct these errors. We have no liability for any losses, liabilities or damages resulting from your customer's receipt of erroneous credit balances due or from your customer are terminating their relationship with you.

Cancellation of a Lockbox

To close a specific Lockbox, you must submit the request by the applicable cutoff date, in order for the final billing to occur for that month. If the request is received after that date, you are responsible for any fees incurred during the following month's billing cycle. You will be assessed a fee associated with handling and forwarding any mail received in the lockbox after the lockbox is closed, and for any requests, including but not limited to, check photo requests, research and adjustments. Unless we agree otherwise, after the closing of your Lockbox, we will forward mail to you for a period of time of four months.

Specific Terms and Conditions Positive Pay

In order to reduce the risk of loss in your Accounts from fraud, we offer Positive Pay Services and ACH Transaction Blocks and Filters Services.

Definitions

The following definitions apply to our Positive Pay Service:

Issue File means data provided to us by you in a format and within the time periods that we prescribe containing information regarding checks that you indicate will be issued on the Account by you. This information will be in an electronic file that contains details for all checks issued.

Response Report means the pay and return decisions made through our Online Banking Service by you or sent to us in a format and within the time periods that we prescribe when the Online Banking Service is unavailable.

Suspect Items means any check drawn on an Account to be presented to us for payment (which has not been previously paid or reported to you by us) that does not match the information in the Issue File(s) submitted by you to us through the previous Banking Day.

Suspects Report means data associated with all daily suspect items that are made available online by us to you.

Positive Pay

Positive Pay is a process through which we work together to detect check fraud by identifying items presented for payment which you did not issue. Additional features of Positive Pay include:

- Return All or Pay All default options.
- Stale Date Edit Identifies customer-defined, stale dated checks for exception processing.
- Dollar Amount Edit — Pulls checks as exceptions which are outside a customer-defined dollar range.

How Positive Pay Works

Each Banking Day you provide us with an Issue File containing a list of checks which you indicate will be issued on the Account by you. You must provide us with the issue date, dollar amount, check number, and payee name for each item that you issue (the "Issue Information") in your Issue File. On each Banking Day, you will access our Online Banking Service to view a Suspects Report of checks presented to us for payment on the prior Banking Day and which we have identified as Suspect Items by comparing checks (as encoded) presented to us by other depository institutions for payment with lists of checks issued or canceled by you which you transmit electronically to us each Banking Day in the Issue File. For our Positive Pay Service, we will verify that checks presented match the Issue Information. We will not review signatures on checks presented to us. On the same day that we report through the Online Banking Service any Suspect Items to you you must notify us online in a Response Report which checks you would like us to pay or which to dishonor and return as having been deemed by you to be fraudulent or stale dated. If you fail to notify us by the cutoff time stated in the Specifications, we will handle the Suspect Items in

accordance with the default procedure that you select during the Setup Process (i.e., to "Return All" or "Pay All" Suspect Items in the absence of instructions from you to the contrary). In order to assist you in making your decision online in your Response Report whether we should return or pay Suspect Items, you may view a copy online of any Suspect Item.

Any check presented to a teller for cash or immediate credit that is among those checks set forth in your Issue Files received by us through the previous Banking Day and that has not been previously paid, will be paid or credited.

Authorized Individuals

During the Setup Process, you will provide us with a list of Authorized Individuals to perform certain functions in connection with the Positive Pay Service. We may rely on any communication received from a person purporting to be an Authorized Individual.

Positive Pay Access

You may access the daily reports and images of Suspect Items through the Online Banking Service. Using the Online Banking Service system, you must notify us which Suspect Items to pay and which to return or your default procedure (i.e., "Return All" or "Pay All," as selected in your Service Schedule) will be followed.

Acknowledgements

You authorize us to return checks or to pay checks in accordance with your instructions and the default procedure that you specify during the Setup Process and you agree that the transmission means and verification method we use are commercially reasonable and that we exercise ordinary care whenever we rightfully return or pay a Suspect Item consistent with the provisions of this Agreement.

You acknowledge that an Issue File and any Response Report received by us that purports to have been transmitted or authorized by you will be deemed effective, as long as we comply with the agreed upon security procedure whether or not the transmission was fraudulent or erroneous in any respect. An Issue File and any Response Report that is transmitted to us constitutes your signature for purposes of determining whether a check is properly payable. By transmitting the Issue File, you expressly warrant that all checks that match the information in the Issue File are properly payable.

In addition, we will have no liability for payment of a check which is unauthorized, altered or fraudulent in any respect if:

- The check is included in a Suspects Report; or
- You have not selected a Return All default for Suspect Items and either:
 - You do not give us timely instructions in a Response Report to return the check; or,
 - You instruct us in a Response Report to pay the check.

In the event of payment of a Suspect Item in these circumstances you waive any right you may have to assert that the Suspect Item was not properly payable under section 4-401 of the Uniform Commercial Code ("UCC"). If we dishonor a Suspect Item in accordance with your election of a Return All default option or in response to a Return Request made in your Response Report, the dishonor will be rightful, and you waive any right you may have to assert that the dishonor was wrongful under section 4-402 of the UCC.

You acknowledge that our Positive Pay Services do not preclude our standard check processing procedures, which may cause a check to be dishonored even if your instructions or the default procedure do not otherwise require us to return that check.

If you decline to make use of our Positive Pay Service or fail to meet your applicable Issue File or Response Report deadlines, you also acknowledge that, as between you and us, you will bear the full loss on checks which are drawn on your Accounts with us and paid by us in good faith if the checks are counterfeits or bear any unauthorized alterations, even if those checks would otherwise be Suspect Items.

You acknowledge that our Positive Pay Services are intended to be used to identify and return checks which you suspect in good faith are fraudulent or stale dated. They are not intended to be used as a substitute for stop payment orders on checks which are not suspected in good faith to be fraudulent. If we suspect or determine, in our sole discretion, that you are using these Services contrary to those intentions, we may require you to provide evidence that checks we return pursuant to your instructions or the return default, if applicable, were in fact fraudulent in addition, we may hold you liable for losses we sustain on checks which we are requested to return under these Services and which you do not reasonably establish as fraudulent checks.

We will use reasonable efforts under the circumstances to respond promptly to proper requests for copies of Suspect Items if image items are unavailable, but you acknowledge that our failure to provide copies does not extend the deadlines by which you must notify us of your pay/no-pay decisions in a Response Report.

Reverse Positive Pay

Reverse Positive Pay is useful in situations in which a company wishes to prevent fraud and misuse of an Account, but cannot efficiently send us issued check files. In this case, the entire responsibility of detecting fraudulent transaction items is held by you. With our Reverse Positive Pay Service, you will access our Online Banking Service each Banking Day to view a Suspects Report that lists checks presented for payment and paid on your Account on such Banking Day. In the Suspects Report, you will compare by check number and amount (as encoded) those checks that were drawn on the Account, presented to us for payment and paid, as indicated in the Suspects Report, with the checks issued by you through the previous Banking Day, and which have not been previously paid or reported to you by us pursuant to this Agreement, and you will determine if any check drawn on the Account, presented to us for payment and paid is not among the checks issued by you through the previous Banking Day, and which have not been previously paid or reported to you by us pursuant to this Agreement.

In the Suspects Report, your Authorized Individuals(s) will make return or pay decisions via our Online Banking Service on each Suspect Item for each Banking Day. Your Authorized Individuals(s) will indicate those checks, if any, which you want returned as not properly payable and the reason for such return. In

the event you fail to specify a reason for the return of an item, it is agreed that you will be deemed to have selected "Refer to Maker" as the default choice, which will be relied upon by us in making the return.

All checks in the Suspects Report which you do not identify as a check to be returned, will be paid in the normal course of business by us. In the event we fail to receive decisions on Suspect Items for any reason, within the time-frame required in the Specifications, all checks on the respective Suspects Report will be paid from the Account, it being understood that your failure to provide a return or pay decision, or your failure to identify a check to be returned, will be deemed an express authorization by you that such check(s) be timely paid and charged to the Account, regardless of whether such check(s), in fact, were properly payable, and such inaction by you will constitute a waiver and release by you of any and all claims you may then or in the future have that such item(s) were not properly payable.

If you elect our Reverse Positive Pay Service you acknowledge and agree that each check presented to us for cash or immediate credit which is issued, or allegedly issued, by you on your Account will be paid by us and will be deemed by the parties to be a properly payable item, and you will not subsequently contest the validity thereof. You agree to indemnify and hold us and our directors, officers, agents and employees harmless from and against any and all claims, losses, liabilities, damages or other obligations of whatsoever kind or nature (including, among others, attorneys' fees) which directly or indirectly arise out of, or are connected with, the payment of any checks in accordance with the immediately preceding sentence.

Automated Clearinghouse (ACH) Blocks and Filters

With our ACH Debit Blocks and Filters Services you can authorize certain transactions while protecting yourself from unauthorized ACH transactions.

ACH Debit Blocks are available on customer Accounts to avoid unauthorized automatic debits. A debit block completely blocks a corporate Account and does not permit any ACH debits to access the Account. These debits are then automatically returned to the initiator as unauthorized. ACH Debit Filters allow only pre-specified and authorized company IDs to debit the Account. You may select among the following four options:

1. Full Transaction Block – all ACH items (both credit and debit) presented against your Account will be returned.
2. Full Debit Block - all ACH debits presented against your Account will be returned.
3. Full Credit Block – all ACH credits presented against your Account will be returned.
4. Partial Debit Block – you provide screening criteria for accepting particular debits in the number and form set out on the Service Schedule. Unauthorized ACH debits will be returned automatically.

ACH Filters allows you to place authorizations on particular companies where all Entries from that company can post. You also have the flexibility to authorize All Entries from a particular company under a specific transaction dollar limit.

ACH Positive Pay

Like traditional Positive Pay, ACH Positive Pay provides our commercial customer with the tools necessary to proactively prevent "unauthorized" ACH transactions from posting to their accounts. This process involves maintaining a list of "pre-authorized" ACH transactions which our system can then automatically compare against any transactions attempting to post to your Account. Any "rejects" are submitted to you for your decision.

If you select the ACH Positive Pay option, you identify the screening criteria during the Setup Process for us to accept particular debits and these instructions are placed on our system. ACH debits that match your instructions will post to your Account daily. ACH debits that are unauthorized will be presented to you for your review, via the transmission method selected during the Setup Process. After reviewing these debits you can instruct us to return them or to have them added to your list of authorized transactions. If your instructions do not reach us by the cutoff time that we establish, these items will automatically be returned. If you select the PAY ALL option, then all incoming ACH items are automatically paid. If you select PAY ALL rather than a DEBIT BLOCK option, you agree that as between you and us, you will bear the full risk of loss which would have been avoided by use of such a Debit Block Service.

The ACH Positive Pay or ACH Debit Block and Filter Services do not apply, and will not block, transactions between you and us, and we may pay Entries which you have authorized us to make against your Account, such as Loan payments, whether or not you have included these in your Transaction Block criteria. If a provisional credit entry to your Account is revoked before final settlement and final settlement is not received, we may charge your Account for any amount previously credited to your Account. The originator of the credit entry is considered not to have paid you. We may also pay any Entries, reversals or adjustments which we are required to accept under the NACHA Rules or applicable law or regulation.

Specific Terms and Conditions Remote Deposit Capture Service

Introduction

Remote Deposit Capture Service enables you to submit, for deposit to your account(s), Electronic Images (as is defined below) in lieu of the original checks from which those images were obtained. You acknowledge that the Remote Deposit Capture Service may not be used for any check that does not contain valid MICR data printed on the original check with magnetic ink.

Definitions

The following definitions apply to our Remote Deposit Capture Service:

Check means a draft that is payable on demand, drawn on or payable through or at an office of a United States Financial Institution, whether negotiable or not, and payable or endorsed to Client. Such term does not include traveler's checks, Noncash Items (as defined below), items payable in a medium other than United States currency, checks drawn on the United States Treasury, Savings Bonds, Foreign Items, or IRDs of any kind including Return Deposit Items.

Electronic Item means a digitized image of a Check, an Image Replacement Document, an Image Exchange Item, or any other electronic version of a Check or other electronic item (such as items processable through the automated clearinghouse (ACH) system) approved by Bank for processing through the Program.

Image Exchange Item means a digitized image of a Check cleared and settled directly with a Payor Financial Institution or other entity without conversion to an IRD.

Image Replacement Document or IRD means a document created from the digitized image of a Check with the following characteristics:

- consists of an image of the front and back of the Check that accurately and legibly represents all of the information that was on the Check (including the full MICR line), with the exception of (a) color; (b) background designs; and (c) texture, pen pressure, and other similar non-textual information that cannot be captured by a digitized representation;
- includes the endorsement information for any person that handled the Check or IRD;
- bears a legend stating that the Check has been retained and identifying the IRD as an IRD;
- if the document is a returned IRD, bears a legend stating the reasons for return; and
- is on paper, MICR-encoded to match the MICR line of the Check and suitable for automated processing in the same manner as the Check.

Payor Financial Institution means the United States Financial Institution ordered in a Check to make payment to the payee(s) named on the Check.

In addition to the definitions set forth elsewhere in these Terms and Conditions, words and phrases defined under the Check Clearing for the 21st Century Act, 12 U.S.C. §§ 5001-5018 ("Check 21") and Regulation CC of the Board of Governors of the Federal Reserve System, 12 CFR Part 229 ("Regulation CC"), as in effect from time to time, including, but not limited to, the term "substitute check," have the same meaning in these Terms and Conditions as therein.

Equipment and Other Requirements

In order to use the Remote Check Deposit Services, you are required to obtain certain equipment, computer software and telecommunication services as we may specify or supply from time to time. You acknowledge that we do not produce or manufacture such equipment, software and services. You are solely responsible for the performance and adequacy of the equipment, software and services. **WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED (INCLUDING ANY WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE) CONCERNING, AND HAVE NO RESPONSIBILITY OR LIABILITY FOR, SUCH EQUIPMENT, SOFTWARE OR SERVICES, EVEN IF SPECIFIED OR SUPPLIED BY US.** We will provide software in connection with the Remote Deposit Capture Service. You may use and install such software on a production machine and as necessary for back-up and contingency purposes. Except as expressly permitted by these Terms and Conditions, the software may not be provided to an agent, without our prior written consent, which may be conditioned upon such agent's agreement to contractual terms that are acceptable to us. We hereby grant you a non-exclusive, non-transferable license to: (i) access and/or use the Software for those portions of the Remote Deposit Capture Service selected by you, solely for your own business operations; and (ii) copy any Software actually delivered to you for archival or backup purposes only.

Additional Requirements

You will submit Electronic Items to us in such format as we may specify from time to time. You are solely responsible for selecting the appropriate account to receive credit, entering all amounts and any other required information correctly, checking such amounts and other information for accuracy, and inspecting all images prior to transmitting to us to ensure electronic image quality.

You will take such actions as may be necessary to ensure that neither the Check, nor any Electronic Item or other digitized image of the Check, will be presented for payment such that an endorser, depositary bank, Payor Financial Institution, or the drawer will be asked to make a payment twice with respect to the Check.

Electronic Items will be deemed to have been accepted by us on the date that our system receives your file by any applicable cut-off time in effect on a Banking Day and a verification number and paid status are available to you via our Online Banking. Electronic Images received after our cut-off time on a Banking Day will be considered to have been received on the next Banking Day. We reserve the right to reject any Electronic Item or group of Electronic Items for any reason, before or after confirmation.

We will provide you with electronic notification of your transmission of Electronic Items to us. Availability of deposits is based on our Funds Availability Policy as in effect from time to time.

You are responsible for maintaining appropriate policies and procedures designed for the handling and record retention of the original items and images subject to the Remote Deposit Capture Service, including physical and logical security expectations for access, transmission, information security, storage, facilitation of investigations related to unusual transactions or poor image quality, facilitation of dispute resolution, and disposal of the original items from which images were obtained.

Upon our written request, we may reasonably review your controls, operations and procedures related to your use of the Remote Deposit Capture Service. You will provide us with additional information regarding your controls, operations and procedures promptly upon our reasonable request.

Your Warranties to Us/Agreements with Us

Upon presentation of an Electronic Item file to us, you represent and warrant to us the following:

- all Electronic Items and related data contained in that file satisfy all of the requirements of Check 21 and Regulation CC for the creation and further transferring for collection of substitute checks, including, but not limited to, the image and data containing an accurate representation of all information on the front and back of the original item at the time such item was transformed into an image and all endorsements that were collected on the item up until the time that the item was converted into an image.
- once you have transmitted an Electronic Item file to us, neither the original paper check nor any physical copy of the check will be presented for payment against the maker of the check and no person or institution will be asked to make payment on such item.

Additionally, and without limiting the foregoing, by sending Electronic Item files of items to us, you make any and all additional warranties that we make under applicable law and regulation, including, but not limited to, all warranties under Check 21, Regulation CC, and Regulation J of the Board of Governors of the Federal Reserve System, 12 CFR Part 210.

Indemnification

Without limiting any other provisions of these Terms and Conditions, you agree to be liable to us for, and to hold us harmless and indemnify us from, any and all liabilities, losses, claims, damages, or indemnification obligations (statutory or otherwise), including reasonable attorneys' fees, we incur or experience arising out of your use of the Remote Check Deposit Service, including without limitation any breach or alleged breach of the above warranties.

Specific Terms and Conditions Sweep Service

Introduction

Our Sweep Service allows you to maximize earnings on idle Account balances by automatically investing excess funds at end of each Banking Day into a sweep vehicle. If you utilize this service, your designated checking Account will be referred to as a "Sweep Account."

Definitions

The following definitions apply to our Sweep Service:

Investment Option means the specific option offered by us and selected by you. The Investment Options offered by us are subject to change. The Investment Option currently consists of an overnight repurchase agreement collateralized by obligations of government sponsored entities, United States Treasury securities and other securities deemed suitable by us (the "Repurchase Agreement").

Omnibus Account means the account which maintains records of investments made with excess funds from your Sweep Account and holds funds pending investment or return to the Sweep Account.

Target Balance means the amount of funds designated to remain in the applicable Sweep Account. This amount must be equal to or greater than zero (\$0) and is designated by you during the Setup Process and can subsequently be changed by written instructions, subject to our approval.

Description of Services

After the Sweep Service is implemented, we will transfer any "net excess" over the Target Balance from each Sweep Account to the Omnibus Account for investment in the Investment Option. If on any Banking Day a Sweep Account shows a "net deficit" position, we will redeem or sell investments in the applicable Investment Option and transfer these funds to the applicable Sweep Account in order to restore at least the Target Balance. Each Banking Day at the applicable time designated for the Investment Option, we will calculate the anticipated "net excess or deficit" position for each Sweep Account based on anticipated disbursements and anticipated receipts.

Generally, only available funds we receive on or before the time designated for the Investment Option will be credited to the net balance of the Sweep Account for purposes of calculating the "net excess or deficit".

In addition to fees charged by us, we or our affiliates may receive servicing and other fees as a result of your investment. Interest rates paid on all investment options are at our sole discretion. Rate reductions may be taken. You hereby consent to our retention of any such fees.

We are under no obligation to enter into any particular Repurchase Agreement with you. Such a Repurchase Agreement is a direct obligation of ours and the underlying obligation serves as collateral. Further, the market value of the obligation will equal or exceed the face value of funds in your Sweep Account at the time of issuing the Repurchase Agreement. We are not permitted to substitute other securities for those subject to the Repurchase Agreement and, therefore, must keep your securities segregated at all times. We will be acting as your agent and in the event of a default in our repurchase obligation (including, without limitation, as a result of the insolvency or receivership of us), you will have the

right to direct us to sell the securities and apply the proceeds in satisfaction of our liability. In the event of default, your funds are not deposits. All such transfers by us to you will be at a flat price, plus interest on the said repurchase price at the coupon rate of the obligation noted on the Repurchase Agreement safekeeping receipt. The rate of interest that we pay does not have any direct relationship to the rate earned on the security used as collateral.

We will confirm each Repurchase Agreement in writing by means of a Repurchase Agreement safekeeping receipt, which will constitute our agreement to such Repurchase Agreement. The terms of the Repurchase Agreement including a description of the issuer, maturity, coupon, par amount, market value, CUSIP and mortgage pool number (if applicable) of the specific obligation subject to the transaction will be set forth on the Repurchase Agreement safekeeping receipt. We will deliver the safekeeping receipt to you via the Online Banking Service or by other means selected by us by the close of business on the day the transaction is initiated. You will promptly notify us of any error in the Safekeeping Receipt, and the parties agree that such Safekeeping Receipt which is not so corrected by you within five (5) working days of its mailing by us will be deemed to constitute a final and binding Repurchase Agreement.

You hereby grant to us a security interest in any obligation transferred to you as a result of a Repurchase Agreement. You further agree that we will retain such obligation in our custody.

We will terminate the applicable Repurchase Agreement by providing two Banking Days prior written notice to you, or in the event that you provide two Banking Days written notice to us. In the event of an early termination request by you, you will be required to reimburse us for all fees, cost and expenses incurred in connection with such termination.

Distribution of Earnings; Reports

Earnings on amounts invested in the Investment Option will be distributed by credit to the Sweep Account. In addition, we will distribute a monthly report of each day's balance in the Investment Option. You agree that we may confirm investments in the Investment Options to you on a monthly basis and you and they waive any right under current law to receive more frequent confirmations.

Sweep Disclosure

You understand and agree that funds swept from your Sweep Account and invested in repurchase agreements are not held by us, are therefore not deposits with us, are not insured by the Federal Deposit Insurance Corporation ("FDIC"), have investment risk including loss of principal and are not the obligation of any bank. Accordingly, in the event we are placed in receivership, you will not be a creditor of ours with respect to such swept funds as they will remain in the investment you have selected. It is possible that funds scheduled for a repurchase agreement may not be swept from your Sweep Account on the day we are placed in receivership; such funds not swept will remain in your Sweep Account, retain their status as deposits with us, and be subject to FDIC insurance coverage and limitations.

Line of Credit Sweep Option

In connection with the Sweep Service, you may sweep funds to make payments under a line of credit ("LOC") that you may have in effect with us. You may also use your LOC to transfer funds to your Sweep Account. The terms of the LOC control your ability to borrow.

Funds Exceeding the Target Balance

On every Banking Day, at our applicable cut-off time, if the available balance in the Sweep Account exceeds the Target Balance, we will debit the Sweep Account in an amount by which available balance exceeds the Target Balance. This amount is referred to as the "Excess Funds." We will apply Excess Funds to enable you to repay the amount outstanding under your LOC in increments of \$100.00. And, if the Excess Funds exceed the amount owed under the LOC, after repaying the amount due under the LOC, we will sweep any remaining Excess Funds to the Investment Option

Funds transferred to the Investment Option are not transferred to the Sweep Account, unless the balance in the Sweep Account is below the Target Balance established by you. If there are adequate funds in the Investment Option, we will transfer an amount to the Sweep Account that will not exceed the Target Balance.

Minimum Balance

On any Banking Day, at our applicable cut-off time, if the available funds in your Sweep Account are less than the Target Balance, we will either (i) make an advance under the LOC and deposit funds to the Sweep Account in order to restore it to the Target Balance, or (ii) transfer funds from the Investment Option in an amount that will restore the balance in the Sweep Account to the Target Balance.

If any of the following events occur:

- you default in making any payment when due under the terms and conditions of the LOC or as otherwise provided by these Terms and Conditions;
- a check is drawn against the Sweep Account or other charge is made against your LOC (whether or not honored or charged by us) which would exceed the then unused portion of principal available under the LOC;
- your Sweep Account with us is closed;
- you fail to perform or observe any other obligation due us hereunder or otherwise; or
- there is any change in your financial condition or affairs that in our opinion increases the risk of your continued use of the Sweep Service;;

then upon the occurrence of any such event, we may refuse to make further advances on the LOC and may declare any existing balance of indebtedness (including the LOC) immediately due and payable in full and you agree to pay the same together with all costs of collection, including reasonable attorney's fees.

You grant us the authority to transfer funds automatically in and out of your Investment Option and your Sweep Account. If your Sweep balance drops below the Target Balance, and there are insufficient funds in your Investment Option or under your LOC to bring the Sweep Account balance up to the Target Balance, you will incur a service charge based upon the rate schedule in effect at the time and we may demand payment of the LOC in full.

LOC Fees and Expenses

In our discretion, we may debit your Sweep Account for interest, fees and expenses due under your LOC. If there are insufficient available funds in your Sweep Account in the amount due, if there is availability under the LOC, we may, in our discretion, advance you funds that may be available under the LOC and transfer funds to your Sweep Account to pay LOC fees and expenses. Otherwise, any interest, fees, expenses or other amounts that may be due in accordance with the LOC will be immediately due and payable by you.

LOC Agreements

Any financing documentation with regard to the LOC, including any promissory note and security agreements will remain in full force and effect and are not amended or superseded by these Terms and Conditions.

Specific Terms and Conditions Wire Transfer Service

Introduction

Our Wire Transfer Service allows you to request a payment order for a transfer of available funds from your Account for payment to a designated third party's account at another financial institution (a "Wire Transfer") via FEDWIRE or a similar wire transfer system used primarily for funds transfers between financial institutions and acceptable to us ("Wire Transfer System").

Any Wire Transfer hereunder for either a business or personal use and made through a Wire Transfer System is excluded from the coverage of the federal Electronic Funds Transfer Act and related Regulation E. Therefore, our disclosure statement for electronic funds transfers and provisions of our Online Banking Agreement each shall not apply to the Wire Transfer Service and any Wire Transfer requested by you, notwithstanding any provision in any of said agreements to the contrary.

Authorization

You authorize us to withdraw the amount of any requested Wire Transfer which you may authorize and instruct, plus any applicable fees and charges, from your Account. Each Wire Transfer requested by you shall be binding on you, and we shall have no liability or other obligation for any unauthorized Wire Transfer.

Restrictions

Once we accept and process the Wire Transfer, it is final, and you are obligated to pay it. We reserve the right to reject or delay any Wire Transfer: (1) that exceeds the available funds balance in your Account; (2) if we determine, in our sole judgment, that accepting the Wire Transfer would cause us to exceed any volume, aggregate dollar, network or similar limits on transfers that apply to us; (3) if the Wire Transfer would cause you to exceed any volume, aggregate dollar or similar limit on transfers imposed by us on the Account; (4) if we are unable to satisfy ourselves that the Wire Transfer has been properly authorized according to the security procedures; (5) if the Account to be charged is frozen or inactive; or (6) if applicable law or regulation prohibits us from completing the Wire Transfer.

We have no obligation to cancel or amend any payment order after we receive it. If you request that we cancel or amend a payment order, we will make a reasonable effort to act on your request but we will not be liable if we fail to do so. You agree to hold us harmless and indemnify us from any and all liabilities, losses, claims or damages, including reasonable attorneys' fees, we incur in connection with your request to amend or cancel a payment order.

Inconsistencies Between Names and Numbers

If an account number provided in a Wire Transfer issued in the name of you identifies a person different from the beneficiary named in the Wire Transfer, or if the words and numbers set forth in a Wire Transfer are otherwise inconsistent, you understand that execution or payment of the Wire Transfer might be made by us, or any other person on the basis of an identifying number, account number, or other number rather than on the basis of the name or words. If a Wire Transfer identifies an intermediary bank or the beneficiary's bank both by name and an identifying number and the name and number identify different persons, you understand that we, another receiving bank, or any other person might rely on the number as the proper identification of the intermediary or beneficiary's bank even if it identifies a person different from the bank identified by name. We may, in our discretion and without liability, choose to rely either upon

a name or other words, or upon an identifying, related, accompanying, or bank account number in a Wire Transfer. We will not, for any purpose, be deemed to know that an account identifying or other number in a Wire Transfer does not identify or match the person or words intended to be identified or otherwise set forth therein unless our officer or employee who receives or accepts the Wire Transfer has actual knowledge and awareness of the contents of the Wire Transfer and the fact that a discrepancy exists.

Provisionality of Credits

While your account may be credited in the amount of an incoming Wire Transfer to your account, such crediting shall be subject to receipt of final settlement by us and any cancellation effected or agreed to by us.

Compliance with Legal Requirements

The Wire Transfer Service is subject to the requirement of compliance with Office of Foreign Assets Control ("OFAC") enforced sanctions policies. You, as Originator of Wire Transfers, must not initiate any payments that violate any laws of the United States. You represent that only lawful Wire Transfers will be originated with us. Due to our compliance with OFAC enforced sanctions, we reserve the right to temporarily suspend processing of a Wire Transfer for enhanced compliance reviews which may result in a delay.

You represent and warrant to us that you have and will continue to have all licenses and comply and will continue to comply with all formalities necessary for all Wire Transfers and the transactions to which such Wire Transfers are related and that you are in compliance with all applicable domestic and foreign laws, orders and regulations (including, but not limited to, those relating to exchange and regulations of the United States Department of the Treasury Office of Foreign Assets Control ("OFAC Regulations"). At our request, you will provide us with compliance certificates.

You acknowledge that we are subject to the OFAC Regulations. In the event that we determine in our sole discretion, which determination will be conclusive, that transmitting any Wire Transfer or other services incidental thereto could subject us to any potential claim or violation of the OFAC Regulations, we will take any and all action required under the OFAC Regulations in connection with such service including, without limitation, making any and all reports required under the OFAC Regulations, and will immediately cease all performance with respect to any such service until such time as we determine in our sole discretion that performance of such service would not be proscribed by the OFAC Regulations. We will notify you of any determination made hereunder (unless such notice is prohibited by OFAC Regulations), which notice will designate the Wire Transfer affected and the implicated provisions of the OFAC Regulations; provided, however, that failure to so notify you will not in any way require us to perform any service or otherwise fail to comply with the OFAC Regulations. You will hold us harmless from any liability whatsoever incurred by you in connection with a cessation of the Wire Transfer Service under this section.

Without limiting any other provision of the Terms and Conditions, you will indemnify us and hold us harmless from and against any and all liabilities, damages, claims, costs and expenses incurred by us in relation to the OFAC Regulations as a result of our performance of the Wire Transfer Service.

Foreign Exchange Payment Orders

We may accept payment orders for Wire Transfers payment of foreign currencies (a foreign exchange Wire Transfer). Upon request, we can provide a list of approved currencies for foreign exchange Wire Transfers. The list is subject to change without notice. If we accept a foreign exchange Wire Transfer, you must pay us the equivalent amount in United States currency at our then-applicable rate of exchange for such foreign currency. We may receive compensation in the form of the difference (also known as the spread) between the price that we pay to obtain the foreign currency and the price at which we sell the foreign currency to you. We will debit the applicable account to satisfy this obligation.

Specific Terms and Conditions Zero Balance Account Service

Introduction

With the Zero Balance Account Service, you can centralize cash control for your Accounts in one location with us. You represent to us that you are authorized to act on behalf of your affiliates, divisions, subsidiaries and any third parties that you include in your Zero Balance Service. You and these parties are jointly and severally liable for any losses, costs, damages and expenses we incur in providing the Zero Balance Account Service. A Zero Balance Account System is a system of accounts with two or more tiers. We can balance each account daily at a target amount you establish and concentrate remaining funds into the Master Control Account ("Master Account").

Zero Balance Account System

Zero Balance Account System means the group of accounts consisting of the Master Account, and Zero Balance Accounts (each a "ZB Account"). An intermediate tier may be established using a ZB Parent Account ("ZB Parent Account") grouping of one or more ZB Accounts.

Target Amount

You can establish a target amount for each ZB Parent Account and each ZB Account. The target amount is the balance, if any, that you want to establish in an account each time we transfer activity between the accounts. The target amount must be greater than or equal to zero (\$0).

Daily Activity

We apply the assigned availability schedule when crediting the ZB Accounts for items deposited to the accounts. Available balances are reflected in the Master Account. If we receive an item for deposit that does not designate a particular account, we may use our discretion in choosing the appropriate account. On each Banking Day, we follow our established procedures in crediting and debiting each ZB Account or ZB Parent Account. If demand deposit posting operations result in an overdraft of a ZB Account or a ZB Parent Account, we reserve the right to debit the appropriate ZB Parent Account or Master Account in an amount necessary to credit the overdrawn account, bringing the balance to its target amount.

Achieving Target Amount

We automatically debit or credit each ZB Account on each Banking Day by an amount necessary to achieve its target amount. We then make a corresponding credit or debit to the appropriate ZB Parent Account or, if there is no ZB Parent Account, to the Master Account. Then we automatically debit or credit each ZB Parent Account by an amount necessary to bring the balance in each ZB Parent Account to its target amount and make a corresponding credit or debit to the next level ZB Parent Account, if any, or the Master Account.

Restrictions

The Zero Balance Account is subject to important restrictions. We reserve the right to:

- Delete one or more accounts from the Zero Balance Account System on notice to you.
- Suspend Zero Balance Account Service.
- Require that you maintain sufficient available funds, or arrange for funding, to pay items drawn on a ZB Account and presented to us for payment.
- Charge any account in the Zero Balance Account System for items, fees or other amounts drawn upon, due from or chargeable to any other account in the Zero Balance Account System.
- Pay items drawn on any account in the Zero Balance Account System in the order we deem necessary or convenient.
- Decline to process, delay processing or dishonor any payment or item drawn on a ZB Account in the Zero Balance Account System if there are not sufficient available balances among all the accounts in the Zero Balance Account System, including the Master Account.
- Reverse any credit to an account in the Zero Balance Account System in accordance with our established procedures.
- Net positive balances against overdrafts in the accounts in the Zero Balance Account System to meet reserve and reporting requirements imposed upon us.
- Exercise, with respect to all accounts in the Zero Balance Account System, any rights available to us by law with regard to demand deposit accounts.

Sweep Disclosure

You understand and agree that funds swept from a ZB Account to either a ZB Parent Account or a Master Account (the latter two types of account, a "Target Account") can result in a reduction in Federal Deposit Insurance Corporation ("FDIC") insurance coverage on the swept funds from the coverage applicable when those funds were in the ZB Account. Several factors will determine whether the swept funds will sustain reduced FDIC insurance in the Target Account, including (a) the balance of the ZB Account immediately prior to the sweep; and (b) the balance of funds in the Target Account.

Specific Terms and Conditions EDI Reporting Service

These EDI Reporting Service Terms and Conditions ("T&C") provide information on the use of the First Commonwealth Electronic Data Interchange (EDI) Reporting Service ("Service").

Product Description

This Service allows Client to receive detailed file output or reports of information for Received Debit Entries and Received Credit Entries ("Reports"). The Service translates payment remittance data, such as invoice information, that is received by First Commonwealth in an EDI 820 format into a "human readable format." The Service also can create an output file to support automated accounts receivable processing. The information provided in the Reports includes company name, company description, individual name, individual ID/customer ID, dollar amount and properly formatted associated addenda information.

Definitions

The following terms are all defined in the ACH Origination Service T&C: ACH, Entry, Received Debit Entry, Received Credit Entry, and SEC Codes.

Terms and Conditions

- 1) Report Options. Client must select a standard report option as offered by First Commonwealth for the Service from time to time.
- 2) Report and File Output. The Report that is made available to Client is in "human readable format" via First Commonwealth's Online Banking system.
- 3) Receipt of Report and File Output. First Commonwealth shall use commercially reasonable efforts to make available to Client the Reports by 8 a.m. each Business Day on which any Received Debit Entry or Received Credit Entry was settled on the prior Business Day. Reports will be made available to Client through the designated channel offered by First Commonwealth and selected by Client from time to time, which may include Online Banking, secure email, or Secure File Transfer. First Commonwealth may change any such offered channel at any time.

By signing the Acceptance of Services document or upon its use of the Service, whichever occurs first, Bank agrees to provide Company with Electronic Data Interchange ("EDI") notification services via secure email or other method as both parties may agree. Bank, in its sole discretion, may not permit Company to use the FEDI Information Service until Bank has determined that Company 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 receive and review for proper execution by an authorized signatory and activate the Service. In any event, Company agrees that the use by Company of any Service shall, without any further action or execution or acceptance of any documentation on the part of Company, constitute Company'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 Agreement or otherwise prescribed by Bank. Bank will transmit to Company on a transaction basis the ACH text and addenda information for each ACH transaction conducted under this Agreement.



ACCEPTANCE OF SERVICES

Each person signing this Acceptance of Services certifies that:

1. The company identified in the signature block of this Acceptance of Services ("Company") has received and agrees to be bound by the Treasury Management Services General Terms and Conditions.
2. He or she has full authority to execute this Acceptance of Services on behalf of the Company, to enter into other agreements with First Commonwealth Bank (the "Bank") for Treasury Management services now or hereafter offered by the Bank and to amend, terminate or otherwise act on behalf of the Company with respect to such agreements and services; and
3. The Company's use of any Treasury Management service, including, without limitation each service that the Company commences using after the date of this Acceptance, confirms the Company's agreement to be bound by the Specific Terms and Conditions and all other Specifications and documentation relating to that service.

Agreed to and Accepted by:

Company: Liberty Township

By: Nancy Denutte Fiscal Officer

Name: Nancy Denutte

Title: Fiscal Officer

Date: 4/15/2019