



Positive Pay and Related Services Addendum to Premier Business Connect Access and User Agreement

We suggest you read this document carefully and print a copy for your reference. You may refer back to it at any time by accessing the Agreements tab within Premier Business Connect. We may amend this document from time to time and you should review it regularly. To print this document, select File, and Print from the menubar.

This Positive Pay and Related Services Addendum (the “Addendum”) to the Premier Business Connect Access and User Agreement sets forth the terms and conditions regarding your use of the Positive Pay, Account Reconciliation, ACH Positive Pay, and related services (collectively, the “Services”). This Addendum amends and becomes a part of the Bank’s Deposit Account Terms and Conditions Agreement and the Premier Business Connect Access and User Agreement (collectively, the “Initial Agreement”) between you and us. The terms of the Initial Agreement are hereby ratified, affirmed and incorporated herein and shall continue to apply in all respects, as amended hereby. As used herein, the term “Agreement” shall mean both the Initial Agreement and the Addendum, collectively. References in this Agreement to “you” shall be deemed to include your Authorized Representative (as defined below), except where expressly provided otherwise. By using the Services, you agree to the terms and conditions of this Agreement and the other applicable Bank policies and procedures. Except as otherwise expressly provided in this Addendum, to the extent that this Addendum is inconsistent with the terms of the Initial Agreement, this Addendum and any amendment hereto from time to time shall control, but only to the extent necessary to resolve such conflict.

1. *Description of Services.*

The Services may be deployed by individual components or comprehensively based on your request and/or the Bank recommendation. With respect to the Positive Pay Component, you provide the Bank with a file detailing all checks you have issued. This file is imported into the Bank’s system for comparison to checks being presented for payment against your account. With respect to the ACH Positive Pay, you may control ACH debits and/or credits by reviewing and accepting ACH items before they are posted to your account. You may also utilize the Account Reconciliation component to receive monthly reports of items paid and outstanding. We reserve the right to modify, change or upgrade the scope of the Services without notice and at any time.

Users of Positive Pay shall submit a file of issued checks (an “Issued Check File”) to the Bank on every banking day that you issue checks. The Issued Check File shall accurately state the check number, issue date, and the exact dollar amount of each check drawn on an account authorized for such Service (the “Authorized Account”) since the last Issued Check File was submitted. When using the “Payee Name Verification” feature, the Issued Check File shall accurately reflect the payee name for each check. Each Authorized Account shall require an Issued Check File for all checks issued. You shall send the Issued Check File to the Bank in the format and medium specified by the Bank and agreed upon by you. Issued Check Files must be uploaded to Premier Business Connect, one business day (24 hours) prior to disbursement. Failure to adhere to these time frames may result in checks being dishonored. In the event of a system failure (regardless of the cause) and the Issued Check File cannot be received by the Bank or the Bank cannot process the file, the file shall be considered as not received, even if the Bank has possession

of the file. Bank shall compare each check presented (a “Presented Check”) by check number and amount against each Issued Check File received by the Bank. The Bank shall present all ACH Credits and/or Debits for your review and acceptance before posting to your account.

On each banking day, the Bank:

- May pay and charge to the Authorized Account each Presented Check that matched by check number, amount, and when applicable the payee name, a check shown in any Issued Check file and/or ACH item that is preauthorized within your established ACH authorization rules.
- Shall provide you with an electronic notification of any exception items presented for payment each business day that do not exactly match items set forth on the Issued Check File or ACH items that are authorized within the ACH transaction rules.

It is your responsibility to review the Exception Check Items Report and/or the ACH Exception Report and electronically communicate a pay decision (“Pay Decisions”) or a return decision (“Return Decisions”) for all item exceptions. Decisions must be communicated using the Bank’s Premier Business Connect, between the hours of 8:00 am and 12:00 pm Eastern Standard Time, on each business day where exceptions exist. You shall review and process all exception items by 12:00 pm Eastern Standard Time. If you miss the deadline or fail to respond, the Bank will reject final payment of the exception item and the item(s) will be returned unpaid. The provisions of this Addendum does not cover a check if the Bank has already cashed, negotiated or paid or which the Bank is already committed to honor or pay under applicable laws, regulations or rules governing such items.

Either you or the Bank, in its discretion, may each submit to the other party a revision of any file or communication provided for under this Addendum. The revised communication must (i) be sent in its entirety and not in the form of a partial amendment to the file communication originally sent (ii) identify the original communication, and (iii) be sent in the proper format and medium by the deadline(s), and at the place(s) established by the receiving party. A properly submitted revised communication serves to revoke the original communication. The Bank will use commercially reasonable efforts to process the revised file or communication in a timely manner. The Bank is not responsible for detecting any Customer error contained in any Issued Check File sent by you to the Bank.

2. Use of Services; Your Instructions

You accept responsibility for making sure that you understand the terms and conditions of this Service and how to use the Service before you actually do so. Without limiting your responsibilities under the Initial Agreement and this Addendum, you are responsible for obtaining, installing, maintaining and operating all software, hardware or other equipment necessary to access and use the Services. This responsibility includes, without limitation, utilizing up to date web-browsers and access devices and the best commercially available encryption, antivirus, anti-spyware and Internet security software. We will not be liable to you for any losses caused by your failure to properly use the Service or your equipment. Instructions received by the Bank through the use of the Services, shall be deemed your authorization to the Bank to effect or not affect the contemplated transactions or business from the designated account required to complete the transaction. You shall at all times indemnify, defend and hold the Bank harmless from and against all actions, proceedings, claims or loss, damage, costs and expenses (including reasonable attorney fees) which may be brought against the Bank or incurred by the Bank which arise in connection with the instructions received by Premier Business Connect relating to your account.

3. *Communications*

You agree to use the Services carefully and notify us immediately if you discover; (a) any error or discrepancy between your records and the information the Bank provides to you about your accounts or transactions (e.g. in a statement, confirmation or electronic report); (b) unauthorized transactions involving your account; (c) a breach in the confidentiality of the password; or (d) other problems related to the Service.

4. *Relationship to Other Agreements*

You agree that when you use the Services, except where expressly modified by this Addendum, you will remain subject to the terms and conditions of all your existing agreements with us and our affiliates. You also understand and agree that you will continue to be subject to the terms and conditions of your agreements with any unaffiliated service providers, (i.e., accounting system providers, etc.), and that this Addendum does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of the Services and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your provider is responsible for its products and services, and that they are not the provider of the Services.

6. *Termination*

You may terminate your participation in the Services by calling us at 866-764-8638. We reserve the right to change or cancel the Services at any time without notice. We may also terminate or suspend your access to the Services at any time without notice and for any reason, including but not limited to, your non-use of the Services. You agree that we will not be liable to you or any third party for any modification or discontinuance of the Services.

7. *Accepting this Addendum; Change in Terms*

Through your continued use of the Services, you agree to the terms and conditions of this Addendum and the Bank policies and procedures related to the Services, as amended from time to time. The Bank has the right to change or amend this Addendum at any time, and unless otherwise required, we will post the modified Addendum on Premier Business Connect. Except as expressly provided otherwise in this Addendum, any such changes generally will be effective immediately upon notice to you as described in the Initial Agreement. You will be deemed to accept any such changes if you access or use any of the Services after the date on which the change becomes effective. You will remain obligated under this Addendum, including without limitation, being obligated to pay all amounts owing hereunder, even if we amend this Addendum. Notwithstanding anything to the contrary in this Addendum, if we believe immediate action is required for our security or the security of your funds, we may immediately initiate changes to any security procedures and provide prompt subsequent notice thereof to you.

8. *Indemnification; Limitations of Warranty and Liability*

WITHOUT RESTRICTING OR REDUCING ANY LIMITATIONS OF WARRANTIES SET FORTH IN OTHER AGREEMENTS, THE BANK AND ITS SERVICE PROVIDERS HEREBY DISCLAIM ANY WARRANTIES, ENDORSEMENTS OR REPRESENTATIONS, OF ANY KIND (INCLUDING MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, FREEDOM FROM VIRUSES OR OTHER HARMFUL CODE, OR FITNESS FOR ANY PARTICULAR PURPOSE), EXPRESS OR IMPLIED, RELATED TO ANY PRODUCT, SERVICE, ADVERTISEMENT OR OTHER INFORMATION RELATED TO THE PRODUCT OR SERVICES. THE PRODUCT AND SERVICES ARE PROVIDED AS-IS AND AS-AVAILABLE. THIS INCLUDES ANY CONTENT CONTAINED, DISTRIBUTED, LINKED, OR DOWNLOADED FROM THE WEBSITE. ANY PRODUCTS OR SERVICES FROM THE WEBSITE ARE TO BE USED AT YOUR OWN RISK.

WITHOUT RESTRICTING OR REDUCING LIMITATIONS OF LIABILITY AND INDEMNIFICATIONS SET FORTH IN OTHER AGREEMENTS, YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD US AND OUR AFFILIATES AND SERVICE PROVIDERS HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS (INCLUDING THIRD PARTY CLAIMS), LIABILITY, DAMAGES, EXPENSES AND COSTS (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES) CAUSED BY OR ARISING FROM: OUR PROCESSING OF (OR FAILURE TO PROCESS) ITEMS IN ACCORDANCE WITH ESTABLISHED PROCEDURES, THIS AGREEMENT, INSTRUCTIONS SUBMITTED BY YOU OR ANYONE USING YOUR ACCOUNT, OR WHEN THE BANK REASONABLY BELIEVES THAT COMPLYING WITH CUSTOMERS INSTRUCTIONS COULD RESULT IN LIABILITY OR PENALTIES; USE (OR MIS-USE) OF THE SERVICES BY YOU OR ANY OTHER USER OF YOUR ACCOUNT; VIOLATION BY YOU OR ANY OTHER USER OF YOUR ACCOUNT OF THE TERMS OF THIS ADDENDUM; YOUR VIOLATION OF APPLICABLE FEDERAL, STATE OR LOCAL LAW, REGULATION OR ORDINANCE; OR THE INFRINGEMENT BY YOU OR ANY OTHER USER OF YOUR ACCOUNT, OF ANY INTELLECTUAL PROPERTY OR OTHER RIGHTS OF ANYONE. NEITHER WE NOR OUR SERVICE PROVIDERS WILL UNDER ANY CIRCUMSTANCES BE RESPONSIBLE FOR ANY LOST PROFITS, LOST OPPORTUNITY, OR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR OTHER DAMAGES ARISING IN ANY WAY OUT OF THE USE OR MAINTENANCE OF THE SERVICES REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

9. Authorized Representative

You agree to abide by the Service rules as set forth in Bank procedure or instructions, as now in effect and as they may be changed from time to time. The party authorizing the Service must have full signing authority on the designated accounts (each, an "Authorized Representative"). The party authorizing the Service will be responsible for giving specific authority to other users (who may or may not be authorized signers on the account). The authorities granted to an Authorized Representative are to remain in full force and effect until revoked by you or until Bank has received written notification from you of rescinded authority in such a time and manner as to provide a reasonable opportunity to act on the instruction. For security reasons you should not authorize the same user to both upload a Positive Pay file and to be able to work exceptions/ violations.

10. Fees / Charges

You agree to compensate us for the Service provided by us pursuant to this Addendum in accordance with the applicable fee schedules or agreements between you and us in effect from time to time that apply to the Service, as set forth in the Initial Agreement (the "Service Fees"). By and upon entering into this Addendum, you acknowledge receipt and acceptance of the Service Fees and agree to be bound by their terms, as those terms may be amended from time to time. We may amend the Service Fee(s) at any time.

11. Governing Law; Severability

This Addendum shall be governed by and construed in accordance with the laws of the state of New York, without regard to its conflict of law provisions. The provisions of this Addendum shall be considered severable, and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the remaining provisions hereof.