



PARKWAY BANK

What A Community Bank Should Be.

PARKWAY BANK & TRUST CO.

MASTER TREASURY MANAGEMENT AGREEMENT

August 26, 2022

PARKWAY BANK & TRUST COMPANY
MASTER TREASURY MANAGEMENT AGREEMENT

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By signing below, Customer (i) hereby requests **Parkway Bank & Trust Co.** ("Financial Institution") to provide to Customer the products and services selected in this Enrollment Form (the "Services"), (ii) acknowledges receipt of, and agrees to, accepts and agrees to be bound by, the terms and provisions of, Financial Institution's Master Treasury Management Agreement, as amended from time to time (the "Master Agreement"), (iii) acknowledges receipt of, and agrees to, accepts, and agrees to be bound by the terms and provisions of, Financial Institution's Service Agreement(s) for the Services selected in this Enrollment Form, as amended, (iv) acknowledges receipt of Financial Institution's fee schedule(s) for the Services, (v) agrees to timely notify Financial Institution and request completion and execution of a revised Enrollment Form or Service Agreement, as applicable, in the event any information set forth therein shall become inaccurate, incomplete, or incorrect in any material respect, and (vi) represents and warrants that the person completing and/or executing this Enrollment Form has been duly authorized by Customer to do so and to fully and legally bind Customer to the terms, conditions, and provisions of this Enrollment Form, the Master Agreement, and the Service Agreement by and through the execution hereof, and that its performance of the Agreement will not violate any provisions of Customer's charter, bylaws or similar documents or any applicable laws or any existing resolution, declaration or agreement with the Financial Institution or otherwise.

The individual(s) signing below must be an authorized signer on the Main Checking Account identified below.

Date: _____

BUSINESS NAME	TIN	MAIN CHECKING ACCOUNT No.

By: _____
 Authorized Signer Title Name (Please print)

By: _____
 Authorized Signer Title Name (Please Print)

BANK APPROVAL:

PARKWAY BANK & TRUST CO.

By: _____
 Bank Authorized Signer Title Name (Please print)

Terms & Conditions

This Treasury Management Services Master Agreement (the "Master Agreement") contains the terms and conditions under which we will provide certain Treasury Management Services to you. This Master Treasury Management Agreement, including, as applicable, any related Enrollment Form, the signature card, rate and fee schedule, and any Deposit Account or Service Agreement and other instructions and the terms and conditions contained herein relating to specific Services that may be provided in connection herewith (collectively, this "Master Agreement"), sets forth the terms and conditions governing the provision of Online Banking and Treasury Management Services by Parkway Bank & Trust Co. ("Financial Institution," "we," "our," "ours") to you or anyone authorized by you (collectively, "Customer," "you," "your," "yours") and describes your and our rights, responsibilities and obligations. By completing and signing the Enrollment Form, and/or using one or more of the Services, Customer agrees to, and shall be bound by, the terms, conditions and provisions in this Master Agreement, including those for each Service which Customer has selected. Financial Institution, in its sole discretion, may not permit Customer to use the Service until Financial Institution has determined that Customer has accepted or executed the applicable documentation and otherwise provided appropriate information and specifications for the use of the Service, and until Financial Institution has had a reasonable opportunity to review the Enrollment Form and activate the Service. In any event, Customer agrees that the use by Customer of any Service shall, without any further action or execution or acceptance of any documentation on the part of Customer, constitute Customer's acceptance of and agreement to Financial Institution's terms and conditions for the use of such Service as may be in effect as of the time of such usage, whether set forth in this Master Agreement, any Deposit Account or Service Agreement or otherwise prescribed by Financial Institution. In the event of a conflict between the terms of this Master Agreement and those of any Enrollment Form, or Service Agreement, the terms of the Enrollment Form, or Service Agreement as applicable, shall govern and control with respect to the Service at issue. Capitalized terms not otherwise defined in the Agreement are defined below. In order to activate the Service, you must have at least one Account with us linked to the Service.

1. Definitions. Except as otherwise defined herein, the following terms shall have the definitions as set forth below and to the extent no capitalized term is defined herein, it shall have the meaning as set forth in Article 4A of the UCC.

- (a) "*Account*" means a deposit account you have designated as for use with the Treasury Management Services.
- (b) "*Administrator*" is a person who is designated by the Customer to have access to and manage the Treasury Management Services, to conduct banking activities, to add and remove Authorized Users, and to otherwise administrate the Customer's use thereof.
- (c) "*Authorized Users*" are persons designated by an Administrator as authorized to perform certain banking transactions.
- (d) "*Business*" is a corporation, company, partnership, association, trust or other business entity that is not an individual.
- (e) "*Business Day*" means any day of the week except Saturday, Sunday, and any federal holiday as recognized by the Federal Reserve Board and as set forth on the attached Holiday Chart attached as Exhibit 1.
- (f) "*Customer*" refers to the owner of the Account.
- (g) "*Parkway Bank Online Banking*" is the component of the Bank's online banking product that contains the Treasury Management Modules.
- (h) "*Treasury Management Services*" shall mean the collective products and services contemplated by this Master Agreement and described in the Schedules hereto.
- (i) "*U.C.C.*" shall mean the Uniform Commercial Code.
- (j) "*We*," "*us*" and "*our*" means or refers to, as the context may require, Bank or any affiliate thereof with which you have established one or more Accounts, and any agent, independent contractor, designee, or assignee that we may, in our sole discretion, involve in the provision of the Treasury Management Services.
- (k) "*You*," "*your*" and "*yours*" means or refers to Customer and each and every person who now or hereafter is a Signer, Administrator, or Authorized User with respect to, or has any interest in, any Eligible Account.

2. Approval. Your approval for use of Treasury Management Services may be subject to evaluation, including credit and underwriting criteria established by us from time to time. You agree to provide to us such financial, business, and operating information as we may reasonably request in connection with our evaluation, underwriting review and approval process. Notwithstanding the results of any such evaluation, we are under no obligation to approve you using any Treasury

Management Services. The decision to approve your use of all or any part of the Treasury Management Services is within our sole discretion.

3. Acceptance. In addition to your signature on the signature page of this Master Agreement, your use of a Treasury Management Service shall constitute an acknowledgment of your receipt of, and shall constitute further confirmation of your acceptance of, this Master Agreement, including any schedule, exhibit, appendix, guides, or other documents or agreements that may contain additional terms and conditions applicable to the Treasury Management Services (collectively for purposes herein, shall be deemed a part of the term "Master Agreement"), which said Master Agreement may be modified from time to time, and your continued use of the Treasury Management Services after notice of any changes or amendments to such agreements or this Master Agreement shall constitute your acknowledgement of review thereof and acceptance of such agreements, as modified. We may disclose amendments or modifications of this Master Agreement, by way of electronic means, including, without limitation, through prompts at login, popup screens, mail and email, and we you agree that your acceptance may be effectuated through electronic or digital means as we may deem satisfactory or required. Further, to the extent we require or request that you sign any document to further memorialize your acceptance of this Master Agreement, you agree that we may obtain and use signatures obtained in digital format and effectuated through electronic means, including, without limitation, by way of software, computer, or handheld device, whether typed or written by use of a mouse, finger, stylus, or otherwise, and same shall be deemed an original signature and shall be fully binding upon you.

4. Additional Agreements. Any separate schedule, exhibit, appendix, addendum, rider, or terms and conditions schedule governing any ancillary or separate products or services that we may offer you concerning the Treasury Management Services, shall be considered a part of and supplemental to this Master Agreement.

5. Equipment & Software. To access and use one or more of the Treasury Management Services, we may require that you have certain systems, equipment, computers, hardware, software, telecommunications equipment and services, Internet access and services, ("Customer System"). You are responsible at your sole expense for: (i) obtaining the Customer System, (ii) properly maintaining, in accordance with the vendors recommendations, the Customer System in good working order and ensuring that the Customer System continuously meets all of our applicable requirements. At our request, you will allow us or our designated representative to inspect or review the Customer System to ensure compliance. Such inspections or reviews will be conducted during normal business hours and in a reasonable manner so as not to disrupt your normal business operations. From time to time we may deem it necessary to hold training or retraining classes for you. You agree that you will require appropriate personnel to participate in such training. You will immediately return to us any software and associated documentation upon cancellation of the Service or termination of the Master Agreement, or earlier upon demand by us.

6. Use of Services; Customer's Representations and Warranties. You represent and warrant to us that: (a) if you are a Business, that you are duly organized, validly existing, and in good standing in the state or country of your organization; (b) the execution and performance of this Master Agreement and any other documents or records provided in connection with any Treasury Management Service is duly and validly authorized by you and, if you are a Business, does not violate your charter or by-laws or any law or regulation; (c) your primary use of any Service is for business purposes and not for personal purposes and that you are not a "consumer" as that term is commonly used in U.S. statutes and regulations governing consumer transactions; (d) the terms and conditions of this Master Agreement and any other document or record executed or delivered by you in connection with any Service are valid and binding upon you; (e) your use of any Treasury Management Service, and any transaction you initiate using a Treasury Management Service, does not violate any rule, law, or regulation, including, without limitation, (i) any federal or state regulations, rules, orders, guidelines, operating circulars and pronouncements governing any payment transfer or transaction; (ii) the Uniform Commercial Code; or (iii) any rule or guideline promulgated by any governing trade association (e.g. the National Automated Clearing House Association, Electronic Check Clearing House Organization, etc.); (f) you will not use or attempt to use any Treasury Management Service to (i) to breach any contract or agreement by which you are bound; (ii) engage in any internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction, or (iii) engage in any transaction or activity that is not specifically authorized and permitted by this Agreement or any other ancillary agreement, schedule, appendix, etc. You agree that all of our agreements or obligations arising in connection hereof shall be suspended if required by law, or our performance of any such agreement or obligation is determined by us to violate or be in conflict with any federal or state law or regulation, or the rules and guidelines of any governing trade association. You agree that we are entitled to rely on any verbal or written communication from any person acting on your behalf where we, in good faith, reasonably believe the communication to be genuine and authorized and in such event, you agree that any such communication shall be deemed to have been authorized by you.

7. Fees. You agree to pay us the fees we establish for the Treasury Management Services, which such fees will be disclosed to you by a separate fee schedule (the "Fee Schedule"), which is incorporated herein by this reference, and which fees may

change from time to time. We are authorized to automatically and without notice deduct such fees and other applicable charges from your Account.

8. Settlement Reserve. We reserve the right to require, in our sole discretion, you to maintain funds in a reserve account ("Settlement Reserve"). The amount of the Settlement Reserve shall be determined by us in our sole discretion. Any Settlement Reserve shall be deposited in an account at Bank (the "Settlement Reserve Account") and shall be for exclusive use by the Bank for purposes of offsetting any of your obligations under this Master Agreement. Any such Settlement Reserve Account shall be subject to the terms of this Master Agreement. We reserve the right to require you to maintain a Settlement Reserve after termination of this Agreement, with such obligation lasting until all of your obligations under this Master Agreement have been fully offset or satisfied.

9. Amendments. From time to time in our sole and absolute discretion, and upon reasonable notice to you, we may amend or modify the terms of this Master Agreement, including any schedule, appendix, supplement, addendum or other amendment hereto, including that of any ancillary or related product or service. Notice may be given by mail, email, or by posting within Parkway Bank Online Banking. Notice is deemed effective upon the date the notice is sent. You may not amend or modify this Master Agreement or any other agreement with us unless such amendment or modification is in writing and is signed by a duly authorized officer of the Bank. By continuing to use the affected product or service following such notice shall constitute your acceptance to such amendments or modifications.

10. Entire Agreement. In combination with other applicable agreements with us, which this Master Agreement supplements and all such other agreements are incorporated herein by this reference, this Master Agreement represents the agreement between you and Bank regarding the Treasury Management Services and merges and supersedes all previous and contemporaneous written or oral agreements and understandings regarding the subject of online access. Each of the rules, terms, and conditions set forth in this Master Agreement stand alone. Notwithstanding the foregoing, however, in the event of any inconsistency between such agreements, resolutions or disclosures and the terms of this Master Agreement, then the terms of this Master Agreement shall govern. Any term or condition contained in this Master Agreement that is inconsistent with the laws governing any product or service contemplated hereunder will be deemed to have been modified by us and applied in a manner consistent with such laws. Except as otherwise expressly provided in this Master Agreement, if any provision hereof is held to be invalid or otherwise unenforceable, the remainder of the provisions will remain in full force and effect and will in no way be invalidated or otherwise affected. No course of dealing between the Bank and the Customer will constitute a modification of this Master Agreement or constitute an agreement between the Bank and the Customer regardless of whatever practices and procedures we may use.

11. Termination. We may terminate this Master Agreement, or any of the Treasury Management Services, by providing thirty (30) days prior written notice to you. We may also terminate or suspend this Master Agreement, or any of the Treasury Management Services, immediately and without notice to you if any of the following occurs: (i) you become insolvent or file, or have filed against you, any bankruptcy or other insolvency, reorganization, liquidation or dissolution proceeding of any kind; (ii) a material adverse change occurs in your business or financial condition; (iii) we have any reason to believe that you have engaged in fraudulent or illegal activity; (iv) you fail to maintain balances in your Accounts sufficient to cover overdrafts; (v) you violate the terms of this Master Agreement or any other agreement with us, including any loan document; (vi) you fail to timely and fully provide financial or any other information reasonably requested by us; (vii) we determine that it is impractical or illegal to provide one or more of the Treasury Management Services because of changes in applicable law; (viii) we, in good faith, are unable to satisfy ourselves that the use of Treasury Management Services has been properly authorized by you; (ix) you or we close your Account(s); or (x) in our sole discretion, we determine that you have abused the Treasury Management Services or we believe that the Bank will suffer a loss or other damage if this Master Agreement (or any agreement relative to any of the Treasury Management Services) is not terminated. We will not be required to reinstate or re-activate your access. Also, if you have no Eligible Accounts linked to the Service, or do not use the Service for a period of 12 consecutive months, we may, in our discretion, terminate your access without prior notice to you. Nothing herein prevents us from exercising our termination rights under the Deposit Account Agreement governing your Account. In the event that you terminate some or all of the Treasury Management Services, such termination shall not become effective until we have had a reasonable opportunity to act upon your termination notice. Upon termination of this Master Agreement and/or any applicable or related agreement, any property or rights of a party in the possession of the other party, tangible or intangible, shall be promptly returned to owner thereof, but no later than thirty (30) days after the later to occur of (i) termination date or (ii) the last date that such party receives any such property or rights.

12. Security Procedures.

(a) Introduction. We require you to employ the use of certain procedures and requirements (the "Security Procedures") with respect to the Treasury Management Services, including (i) that each User have their own User ID and Password ("login credentials"), (ii) that you utilize Secure Socket Layer (SSL) with at least 128-bit encryption,

(iii) multi-factor authentication, including use of tokens or other security devices (“security devices”); (iv) challenge-response mechanism for forgotten Passwords; (v) required sign-on at least weekly; (f) minimum Password length settings; (g) time-out limits after inactivity; or (h) transaction dollar limits. The terms and conditions of ancillary products or services may contain additional security procedures and you agree to abide by and follow such additional procedures. By using the Treasury Management Services, you acknowledge reviewing these Security Procedures and you agree that they are commercially reasonable. You warrant that no individual will be allowed to initiate transfers in the absence of proper supervision and safeguards. You agree to take all steps within your control to keep these Security Procedures confidential to help prevent fraud or unauthorized transactions. We do not represent or warrant that the Security Procedures will detect errors, unauthorized activity, or fraud. So long as we act in good faith and comply with the Security Procedures, any order, instruction, payment, or other transaction that we have processed shall be binding on you regardless of whether same was not actually initiated or authorized by you. We will have no liability if an error, unauthorized activity, or fraud occurs, unless such error was directly caused by our gross negligence or willful misconduct.

(b) Confidentiality of Login Credentials. You acknowledge that login credentials and security devices are highly sensitive and must be safeguarded from unauthorized disclosure. You agree to establish prudent security policies and procedures that include proper safeguards to protect the confidentiality of such login credentials and security devices. You agree to adopt and employ such policies and procedures as we so recommend or direct. You assume all risk relative to your disclosure of any login credentials to unauthorized third parties.

(c) Physical and Electronic Security. You are solely responsible for the physical security of your login credentials and any security device, as well as any computer or other electronic device in your possession or control. We are not responsible for detecting or protecting against, and shall not be liable for any loss you sustain on account of, any virus, including malware, keystroke loggers, trojans and/or spyware, or problems, malfunctions, or unauthorized transactions resulting from any computer viruses or unauthorized activity, or any related problems that may be associated with the use of an online system, as well as by any misuse, theft, or fraud committed by you, your employees, officers, agents, or any third party. It is recommended that you utilize and regularly maintain anti-virus software, firewalls, and other security measures (collectively, “security measures”) with respect to your computers, servers, and other operating systems, and for protecting, securing, and backing up any data and information stored in or on your computer systems. It is recommended that access to any of the services contemplated hereunder be limited to those persons with the appropriate security and authority level that is commensurate with the risks associated herewith. We are not responsible for ensuring that you grant authority to the appropriate person within your organization, nor are we responsible for ensuring that you implement, use or update such security measures. You agree that such activity contemplated hereunder is at your sole responsibility and you assume all risks and losses related thereto, including any risk from use, nonuse, or breach of such security measures.

(d) E-mail Phishing. We will never contact you via email and ask you for your account number or login credentials. You acknowledge that certain viruses may be delivered via e-mail and you agree to protect yourself against e-mail fraud and to educate all Authorized users and your employees, officers, directors, agents, managers, and partners, as applicable, of the risks of such e-mail fraud. If you receive an e-mail or other electronic communication that you believe is fraudulent, you should not open, click any link, or respond. You agree to assume all risk related to any e-mail that you receive or open.

(e) Authorized Users. You will appoint and designate certain persons as authorized users (each, an “Authorized User”) who will be authorized to use the Treasury Management Services. You will designate the level and breadth of their authority. Each such Authorized User will be given their own User ID and Password. You acknowledge and agree that each such Authorized User is authorized to conduct such banking activities as you have so approved and any direction, instruction, order, acceptance, approval, payment, or other such command delivered by (or we in good faith believe was delivered by) such Authorized User shall be deemed authorized and accepted by you, subject to any limitations of such Authorized User’s authority levels. From time to time, you may change Authorized Users. However, you agree that we may rely on the information previously supplied by you until we receive written notice of any change and properly communicated and authorized. We reserve the right to prescribe the method and form by which you communicate such notification. In emergency situations, deletion of Authorized Users may, in our sole discretion, be accepted by telephone, fax, and confirmed in writing by your duly authorized account signers. Any notice of change with regard to such matters will not be in effect until: (i) expressly accepted by us in writing, and (ii) after we have had a reasonable time to effectuate such change(s).

(f) Notice of Breach or Compromise. You agree to notify us immediately in writing and telephonically, according to notification procedures prescribed by us, if you believe that any Security Procedures or Security Device have been stolen, compromised, or otherwise become known to persons other than you, your Authorized Users, or any other

authorized representative(s) or if you believe that any transaction or activity is unauthorized or in error. In the event of any actual or threatened breach of security, we may issue you new login credentials or a new security device, or we may establish new Security Procedures as soon as reasonably practicable, but we shall not be liable to you or any third party for any delay in taking such actions. You agree to indemnify, defend all claims, and hold us harmless from any loss, damages, or expenses, including but not limited to attorney's fees, caused by you or your Authorized User's, employees', or agents' failure to keep the Security Procedures, login credentials, or any security device confidential and secure. You agree to notify us immediately in writing and telephonically, according to notification procedures prescribed by us, if the authority of any authorized representative(s) shall change or be revoked. You shall recover and return to us any security devices in the possession of any of your Authorized Users or other authorized representative(s) whose authority to have the security device has been revoked. In the event of a breach of the Security Procedures, you agree to assist us in determining the manner and source of the breach. Such assistance shall include, without limitation, providing us or law enforcement access to the applicable computer(s) or other electronic devices and any analysis related thereto. Your failure to assist us shall be an admission by you that the source of the breach was not from a source controlled by us.

(g) Transactions. You authorize us to follow any and all instructions entered and transactions initiated using applicable Security Procedures unless and until you have notified us, according to notification procedures prescribed by us, that your account, login credentials, security key, or computers have been compromised, and we have had a reasonable opportunity to act upon such notice. You agree that the initiation of a transaction or instructions using applicable Security Procedures constitutes sufficient authorization for us to execute such transaction or instruction notwithstanding any particular designation by you of authorized persons or signature requirements identified on any signature card or other documents relating to your deposit account maintained with us, and you agree and intend that the submission of transactions and instructions using the Security Procedures shall be considered the same as your authorized written signature in authorizing us to execute such transaction or instruction. You acknowledge and agree that you shall be bound by any and all transactions initiated through the use of such Security Procedures, whether authorized or unauthorized, and by any and all transactions and activity otherwise initiated by you, to the fullest extent allowed by law. You further acknowledge and agree that the Security Procedures are not designed to detect error in the transmission or content of communications or transaction initiated by you and that you bear the sole responsibility for detecting and preventing such error.

(h) Monitoring Activity. You shall monitor activity on your Accounts daily. If you feel your information has been compromised report the suspicious activity to Bank immediately by contacting the Treasury Management Department at (708) 867-2593.

(i) Security Software. You should ensure your computers are free from viruses/malware through the use of anti-virus software, which should be updated frequently and as soon as a new version is available for implementation.

(j) Dual Control. It is recommended that you implement a dual control system, where appropriate. For example, one Authorized User should be responsible for generating batches, payment instructions, etc., while a separate Authorized User should be required to approve the order before releasing to the Bank.

(k) Enhanced Security Features.

i. ACH Debit Blocks. Through ACH Debit Blocks, you are able to block unauthorized or potentially fraudulent ACH Debit transactions from posting against your account. You can choose to block all electronic drafts or specify who is authorized to post debits to your accounts. You are encouraged to contact your Treasury Management team member to sign up or obtain further details, including applicable fees.

ii. Positive Pay. Positive Pay is a service that helps protect against check fraud. It works by monitoring checks that are presented to your account and matching them against a check file supplied by you. Before your checks are released, you send us a file showing the checks you've written. When the checks are then presented for payment, the Positive Pay service compares the check file to the presented checks. Checks that do not match the file are displayed in an exception item report. You then decide whether to pay those exception items.. You are encouraged to contact your Treasury Management team member to sign up or obtain further details, including applicable fees.

(l) Software Updates. We may, from time to time, require or recommend that you update certain software that is used in connection with the Treasury Management Services. You agree to promptly implement such updates.

(m) Modifications. We reserve the right to modify, amend, supplement, or cancel any or all Security Procedures, and/or to cancel or replace any security device, at any time and from time to time in our discretion. We will endeavor to give you reasonable notice of any change in Security Procedures; provided, however, that we may make any

change in Security Procedures without advance notice to you if we, in our judgment and discretion, believe such change to be necessary or desirable to protect the security of our systems and assets. Your use of the Treasury Management Services and/or your implementation and use of any changed Security Procedures after any change in Security Procedures shall constitute your agreement to the change and your agreement that the applicable Security Procedures, as changed, are commercially reasonable and adequate for the purposes intended.

(n) Limitation of Liability. If you fail to adhere to the Security Procedures or elect not to use any security enhancements, we will not be liable for the amount of any unauthorized transactions arising from the use of any Service.

(o) Commercially Reasonable. You agree that you are satisfied with the Security Procedures and that they are commercially reasonable.

13. Standard of Care. We agree to use substantially the same type of procedures in performing the Treasury Management Services requested by you as we use in performing similar services on our own behalf. This standard of care, and our compliance with any instructions given to us by you, or reasonably believed by us to have been given by you, shall constitute a reasonable and ordinary standard of care.

14. No Duty To Monitor or Detect Errors. You acknowledge and agree that we have no obligation to monitor your use of the Treasury Management Services for transactions and activity that is impermissible, prohibited under the terms of this Agreement or illegal; provided, however, that we reserve the right to decline to execute any transaction or activity that we believe violates the terms of this Agreement or is in violation of any law, rule, or regulation. We shall have no duty to discover, and shall not be liable for, your errors or omissions. It is your sole responsibility to verify the accuracy and completeness of any instructions, order, payment, communication or other transaction transmitted to us. Our sole responsibility is to follow the Security Procedures to attempt to confirm that such instructions, order, payment, communication or other transaction is authorized by you and to process as you have so instructed. Even if we monitor transactions and activities for regulatory or other purposes, you acknowledge and agree that we are under no duty to notify you of suspicious activity or transactions or to attempt to stop such activity and that we shall not be liable for any failure to do so.

15. No Duty to Act. We shall not be obligated to act on any instructions, order, payment, communication or other transaction not transmitted in accordance with this Master Agreement or the Security Procedures, and we may refuse to act on any instructions, order, payment, communication or other transaction where we reasonably doubt its authorization, contents, origination or compliance with the Security Procedures or this Agreement. We shall be entitled to act on any properly effectuated communication and shall not be obligated to verify the content of such communication, establish the identity of the person giving it, or await any confirmation thereof, and we shall not be liable for acting on, and you shall be bound by, any communication sent in the name of Customer, whether or not authorized.

16. No Duty to Detect Errors. You acknowledge and agree that we have no obligation to discover and shall not be liable to you for your errors as they relate to the Treasury Management Services or any other product or service with us.

17. Unauthorized Transactions and Other Errors. You shall immediately notify us of any discrepancy relative to any request, instruction, or order concerning your Account or of any unauthorized transaction or other error, but no later than the earlier of (i) the next Business Day following receipt of any notice or advice with respect to such transaction or (ii) thirty (30) calendar days of the delivery of any statement of account relating to your Account, which time limits are hereby agreed to as commercially reasonable. If notification of an unauthorized transaction or other error is communicated orally, it shall be confirmed promptly in writing. You will be deemed to have received any advices and statements of account on the earlier of (i) actual receipt or (ii) two Business Days after mailing or emailing. Notwithstanding anything herein to the contrary, in the event that you fail to timely and properly notify us, we shall have no liability to you for any loss or damage sustained by you arising out of any request, instruction, or order concerning your Account or of any unauthorized transaction or other error referenced in a statement or in an individual notification or advice, regardless of whether we exercised ordinary care, and you agree that the loss will be entirely yours.

18. Data and Information Supplied by You. We may require that you supply us information or transmit data pursuant to a predefined format or using certain electronic devices, websites, software, or modules. You agree to supply such information or transmit such data in strict compliance therewith. You shall have the sole responsibility of ensuring the accuracy and correctness of the data transmitted. You acknowledge and agree that we have no obligation to examine the data for correctness we shall not have any responsibility for detecting errors in the data transmitted by you. You shall assume all risk for any errors in any data or information supplied by you to us. The data transmitted by you must be legible, correct and complete. We may, at our own discretion, elect not to process, and we shall not be liable to you for failing to process, any data that is not in the format specified by us, is illegible, incomplete, or otherwise nonconforming. We shall not be liable for

errors or omissions caused by data that is rejected as the result of your failure to provide the data in accordance with the standards specified herein or in any other agreement for any ancillary product or service related to this Master Agreement. You further agree that you shall be solely liable for, and we shall not have any liability whatsoever to you for, any data or other information that is not actually or properly received by us or for any data or other information that is intercepted, compromised, or altered by an unauthorized third party. You agree that Bank has no obligation to accept any data or other information and, therefore, may reject any data or other information transmitted or delivered by you in connection with a Treasury Management Services.

19. Time is of Essence. Time is of the essence, including with respect to any deadline provided herein or in any other related schedule, appendix, exhibit, agreement, etc. We shall have no obligation to process data or perform any service if the instruction, order, information, or data is not received by us by the specified deadline.

20. Contingency Plan. In the event you cannot create or transmit a transaction(s) due to hardware or communications outage, it is your responsibility to have contingency procedures in place. In the event we cannot process the file through normal channels, we will undertake a reasonable effort to find alternate means to process the file. We will not be held liable for delayed files in any case resulting from hardware or communication outages.

21. Cooperation. In the event of any damages for which either party may be liable to the other or to a third party with respect to the Treasury Management Services, the parties agree to (i) undertake commercially reasonable efforts to cooperate with each other (as permitted by applicable law) in performing loss recovery efforts and in connection with any action(s) that the relevant party may be obligated to defend or elect to pursue against a third party, including criminal prosecution; (ii) file reports with law enforcement; and/or (iii) submit such affidavits as reasonably requested by the other party. You agree to promptly provide original documents to us when needed to facilitate investigations related to unusual transactions or poor quality transmissions, or to resolve disputes. In the event that we require you to supply us with original Items, they should be promptly delivered in person to the nearest Bank location or by overnight delivery service to: Parkway Bank & Trust Co. Attn: Treasury Management 4800 N. Harlem Ave, Harwood Heights, IL 60706. You agree to provide such documents within five (5) Business Days of our request.

22. Account Reconciliation; Limitation of Liability. You agree to notify us promptly, but no later than thirty (30) calendar days following receipt of your periodic account statement, of any error, unauthorized transaction, or discrepancy between then your records and the information shown upon receipt on any periodic statement. If you fail to timely provide such notification, then, you agree that we shall not be liable for any losses resulting there from and you agree that you shall be deemed to have accepted such error, transaction, or entry and we shall have no liability for any losses you may incur, and the loss shall be entirely yours, unless such loss is due to our gross negligence or willful misconduct. You agree that this time period is commercially reasonable.

23. Limitation of Liability. We shall not be liable for, and you agree to hold harmless us, our officers, directors, employees, agents, affiliates, and assigns from, any loss, claims, damages, liability, or expenses, including but not limited to attorneys' fees, resulting from our processing of an order, instruction, or other transaction that we have, in good faith, effectuated in compliance with this Agreement. Irrespective any other limitation of liability provision herein, we will be responsible only for performing the Treasury Management Services expressly provided for in the Master Agreement, and shall be liable only for our gross negligence or willful misconduct in performing those Services; provided, however, that in no event shall we be liable if you should fail to notify us of the error, discrepancy, or unauthorized transaction within 30-days of the date of receipt of your periodic Account statement. For purposes herein, you shall be deemed to have received the Account statement on the earlier of (i) actual receipt or (ii) two days of its issuance, regardless of the form of delivery. In no event shall we will not be responsible for any loss, delay, cost, damages, or liability which arises, directly or indirectly, in whole or in part, from (a) your actions or omissions, or those of third parties; (b) your negligence or breach of any agreement with us; (c) any ambiguity, inaccuracy, or omission in any instruction or information provided to us; (d) any error, failure, or delay in the transmission or delivery of data, records, or items; (e) accidents, strikes or labor disputes, civil unrest, fire, flood, water damage (e.g., from fire suppression systems), inclement weather or acts of God; (f) causes beyond our control; (g) the application of any government or funds transfer system rule, guideline, policy, or regulation; (h) the lack of available funds in your Account to complete a transaction; (i) our inability to confirm to our satisfaction the authority of any person to act on your behalf; (j) errors or failures resulting from defects in or malfunctions of any third party or your computer hardware or software; or (k) your disclosure of any login credentials or security device to an unauthorized third party. To the fullest extent allowed by law, our liability to you under this Master Agreement or any related agreement shall be limited to correcting errors resulting from our gross negligence or willful misconduct.

24. Compensation. If you suffer any loss of interest resulting from our error or from our failure to comply with a requirement, duty, or obligation in accordance with the terms and conditions herein, and subject to any limitation of liability provision herein, we will reimburse you for such lost interest, provided you have complied with all applicable terms and conditions, and provided further that such error or failure was within our reasonable control. Such compensation of lost interest shall

be limited to the amount of interest the funds would have earned at the average Federal Fund Rate in effect for the period involved.

25. Disclaimer of Warranties.

EXCEPT AS REQUIRED BY LAW, YOU EXPRESSLY UNDERSTAND, AGREE AND ACKNOWLEDGE THAT WE MAKE NO REPRESENTATIONS, WARRANTIES, OR GUARANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH ANY SERVICE, PRODUCT, OR EQUIPMENT WE SUPPLY OR MAKE AVAILABLE TO YOU, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT AND THAT ALL PRODUCTS AND SERVICES PROVIDED BY BANK HEREUNDER ARE ON "AS IS, WHERE IS" BASIS. YOU AGREE THAT NO ORAL OR WRITTEN ADVICE OR REPRESENTATION OBTAINED FROM ANY BANK EMPLOYEE OR REPRESENTATIVE SHALL CREATE A WARRANTY OR REPRESENTATION FOR PURPOSES OF THIS AGREEMENT OR ANY SERVICES TO BE PERFORMED PURSUANT HERETO.

WE EXPRESSLY MAKE NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE TREASURY MANAGEMENT SERVICES, THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE TREASURY MANAGEMENT SERVICES, OR THAT THE TREASURY MANAGEMENT SERVICES WILL MEET YOUR REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE. THE TREASURY MANAGEMENT SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOUR USE OF THE TREASURY MANAGEMENT SERVICES AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE TREASURY MANAGEMENT SERVICES IS AT YOUR SOLE RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES OR LOSSES, INCLUDING WITHOUT LIMITATION DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA.

WE MAKE NO REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, TO YOU AS TO ANY COMPUTER HARDWARE, SOFTWARE, OR EQUIPMENT USED IN CONNECTION WITH THE TREASURY MANAGEMENT SERVICES (INCLUDING, WITHOUT LIMITATION, YOUR COMPUTER SYSTEMS OR RELATED EQUIPMENT, YOUR SOFTWARE, OR YOUR INTERNET SERVICE PROVIDER OR ITS EQUIPMENT), OR AS TO THE SUITABILITY OR COMPATIBILITY OF BANK'S SOFTWARE, INTERNET DELIVERED SERVICE, EQUIPMENT OR COMMUNICATION INTERFACES WITH THOSE THAT YOU USE, OR AS TO WHETHER ANY SOFTWARE OR INTERNET DELIVERED SERVICE WILL PERFORM IN AN UNINTERRUPTED MANNER, INCLUDING (BUT NOT LIMITED TO) ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU HEREBY WAIVE AND RELEASE US AND OUR EQUIPMENT PROVIDERS FROM ANY WARRANTY ARISING FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. NEITHER WE NOR OUR PARTNERS, VENDORS, SUPPLIERS, OR EQUIPMENT PROVIDERS WARRANT THAT OPERATIONS OF THE EQUIPMENT OR ANY SERVICE PROVIDED HEREUNDER WILL BE ERROR-FREE OR UNINTERRUPTED. WE DISCLAIM ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO ANY EVENT BEYOND OUR CONTROL AND/OR THAT IMPAIRS OR DISRUPTS CONNECTIONS TO THE INTERNET, TELEPHONE, OR TO US AND IN NO EVENT SHALL WE BE LIABLE FOR ANY DAMAGES (WHETHER IN CONTRACT OR IN TORT) THAT ARE ATTRIBUTABLE TO THE PUBLIC INTERNET OR TELEPHONE INFRASTRUCTURE.

26. Indemnification. In addition to other indemnification and liability provisions elsewhere in this Master Agreement and any related agreement, to the fullest extent allowed by law, you agree to indemnify and defend us, and our service providers, affiliates, partners, officers, directors, employees and agents harmless from any and all liabilities, claims, costs, expenses, and damages of any nature (including but not limited to attorney's fees) of any person arising out of or relating to your use of Services including but not limited to any and all online banking activities of the Customer and its Affiliates, our good faith reliance on the information, instruction and/or authorization provided by you under or pursuant to this Agreement, your failure to timely report errors, unauthorized transactions, required changes, transmission of incorrect data to us or a designated processor or vendor, your violation or breach of any of your warranties, representations and/or obligations under this Master Agreement or any other agreement between you and the Bank, and/or your breach of any applicable laws, rules or regulations. Customer is responsible for safeguarding the unique online banking credentials for itself and any Affiliates and Customer hereby waives and releases us from liability arising from a failure to safeguard such information, a data breach on behalf of the Customer or its Affiliates or any unauthorized actions by those allowed the Customer's credentials or passwords. This paragraph shall survive termination of the Agreement or any Service you are using.

27. Weblinks. We may provide access to information, products or services offered on other third party web sites. We are not responsible for, nor do we control, the content, products, or services provided by third party owned sites. We do not endorse or guarantee the products, information or recommendations provided by linked sites, and we are not liable for any

losses attributable to products or services offered or advertised on those sites. In addition, each third party site may provide less security than what we offer and have a privacy policy different than that what we provide. Your access, use and reliance upon such content, products or services is at your own risk.

28. Financial Information and Audit. We may, from time to time, request information from you in order to evaluate a continuation of the Treasury Management Services to be provided by us hereunder and/or adjustment of any limits set by this Master Agreement and you agree to promptly and fully provide such information. You authorize us to enter, upon prior reasonable notice, your business premises for the purpose of ensuring your compliance with this Master Agreement and you specifically authorize us 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 agree to comply with any such mandate by us as it relates to such audit. In addition, you agree to allow us to review available reports of independent audits performed at your location related to information technology, the Treasury Management Services and any associated operational processes. Upon our request, you agree to complete a self-assessment of your operations, management, staff, systems, internal controls, training and risk management practices that would otherwise be reviewed by us in an audit of Customer. Our audit rights hereunder shall be limited for the strict purposes hereof and we shall have no right to review, audit, or otherwise inspect such information or documents that are unrelated to our purposes.

29. Notification Procedures.

(a) Notices to Customer. Notices from us to you regarding any Treasury Management Service may be delivered to you by first class mail, hand-delivery, facsimile, or email, to the address or facsimile number of record with us. If a Treasury Management Service is provided by access to an internet website, we may transmit notice by posting the notice or communication on the website, unless prohibited by applicable law. For purposes of the foregoing, notice is deemed effective upon actual receipt or two Business Days from the date sent, whichever is earlier.

(b) Notices to Bank. Any notice you are required to send us must be sent via U.S. mail to Parkway Bank & Trust Co., Attn: Treasury Management, 4800 N. Harlem Ave., Harwood Heights, IL 60706. However, if you need to notify us of a security breach, loss, theft, or compromise of your account, login credentials, or computer, you shall also contact us by telephone at 708-867-2593 as soon as possible after you learn of the breach or loss.

30. Signatures received via facsimile (fax) or scanned images. If you fax or e-mail any scanned document to us signed, you agree that it was its intention: (i) that your fax/scanned signature is an electronic signature under applicable federal and state law, (ii) that the fax/scan be an original document, (iii) that you intend on conducting business with us by electronic records, electronic contracts, and electronic signatures. Further, you agree that you may effectuate your signature for purposes of accepting, assenting, or otherwise symbolizing an agreement, and same shall be binding as if it were an original handwritten signature, through electronic means, including by way of a website, software, or handheld device, and by typing or handwriting, by use of a mouse, finger, stylus or otherwise.

31. Internet Disclaimer. For any Service(s) described in the Agreement utilizing the Internet, we do not and cannot control the flow of data to or from our network and other portions of the Internet. Such flow depends in large part on the performance of Internet Services provided or controlled by third parties. Actions or inactions of such third parties can impair or disrupt your connections to the Internet (or portions thereof). Bank cannot guarantee that such events will not occur. Accordingly, we disclaim any and all liability resulting from or related to such events and in no event shall we be liable for any damages (whether in contract or in tort) that are attributable to the public Internet infrastructure, your ability to connect to the Internet, or Bank's ability to connect to the Internet on your behalf.

32. Security Interest; Right of Setoff. To secure your obligations hereunder, and to the extent not otherwise prohibited by applicable law, you grant us a security interest in the funds held in all Accounts or other deposits (whether general or special) with us. This security interest will survive termination of this Agreement. Except as prohibited by applicable law, all rights of setoff as set forth in the Deposit Account Agreement shall equally apply hereunder.

33. Recording and Use of Communications. You acknowledge and agree that all telephone conversations and/or data transmissions between us and you may be electronically recorded by either party and retained by either party for any reasonable use.

34. Legal.

(a) Governing Law. This Master Agreement shall be governed by and interpreted according to U.S. federal law and the law of the state of the branch that holds your Accounts.

(b) Waiver of Jury Trial. Customer and Bank waive all rights to trial by jury in any litigation or other proceeding arising out of or relating to this Master Agreement.

(c) Claim Limits. You agree that no lawsuit or other action may be brought against us on any claim after one (1) year from the date on which the cause of action arose, regardless of the nature of the claim or form of action.

35. Confidentiality. All user guides, manuals, data, software, hardware, training guides, disclosures or processes and other information provided to you in connection with the Treasury Management Service, as well as all fee and pricing information, is the proprietary and confidential property of Bank and/or its relevant licensors or suppliers (collectively, the "Confidential Information"). You agree to use such Confidential Information only in the manner specified by us and in the ordinary course of your business. You agree, to the extent feasible, to return such Confidential Information to us upon termination of the Treasury Management Services or particular service provided hereunder, and to keep the Confidential Information confidential and limit access thereto only to its agents and employees who require access in the normal course of their duties, except to the extent the Information is already in the public domain or Customer is required to disclose the Confidential Information by law.

36. Transactions on Affiliate Accounts. To the extent that you have been authorized to manage certain accounts owned by one or more of your Affiliates, your performance of Treasury Management Services on behalf of such Affiliates shall be governed by this Master Agreement. For purposes hereof, the term "Affiliate" means an entity to which you have common ownership or control. For all such transactions performed by you on such Affiliate's account, you represent and warrant that (a) you are duly authorized to conduct banking transactions, including, without limitation, as they relate to online banking and Treasury Management Services, on behalf of your Affiliates and to bind them accordingly, (b) you are duly authorized to execute agreements with us on behalf of your Affiliates that concern banking activities, including, without limitation as they relate to online banking and Treasury Management Services; (c) you have received, reviewed, and have agreed to, on behalf of your Affiliates, the Parkway Bank Online Banking Agreement and this Master Agreement; and (d) the person executing this Addendum is duly authorized to bind the Affiliate. All transactions and activity that you conduct on behalf of an Affiliate using our Parkway Bank Online Banking product or service, as well as the Treasury Management Services, shall be governed by that the Parkway Bank Online Banking Agreement, this Master Agreement, and the Deposit Account Agreement. To the extent that your accounts or any Affiliate Account was previously included in our implementation of your setup for any Parkway Bank Online Banking or Treasury Management Services, you hereby ratify all transactions, occurrences, omissions, actions, inactions, or other activity by you or on your behalf, including as they relate to your Affiliates.

37. Miscellaneous.

(a) No Extension of Credit. Nothing herein is a commitment by us to extend credit to you, or to grant to you overdraft privileges. Any obligation to extend credit to you or to otherwise make funds available to you must be set out in a separate agreement executed by an authorized person on our behalf.

(b) Waiver. No waiver by us (whether or not in writing) of any term, condition, or obligation of you under this Master Agreement (or any related schedule, appendix, or other agreement) shall bind the Bank to waive the same term, condition, or obligation again, nor shall any other provision, condition, term, or obligation hereof be affected by such a waiver.

(c) Assignment. You may not assign this Master Agreement or any of the accompanying product schedules, or rights or duties thereunder, without our written prior consent. We shall have the right at any time to assign our rights under this Master Agreement to another affiliated financial institution, or to any other entity or institution with which the Bank may merge or transfer or share substantially all of its assets, in which case such affiliate, entity or institution shall be substituted for the Bank.

(d) Successors. This Master Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns (where permitted). This Master Agreement is not for the benefit of any other person, and no other person shall have any right against us or you hereunder.

(e) Headings. The headings and captions contained in this Master Agreement and any applicable related agreement are included only for convenience of reference and do not define, limit, explain, or modify it.

(f) Severability. In the event that any provision of this Master Agreement or any product schedule or other related agreement is determined to be invalid, illegal, or unenforceable, the remainder of all such agreements shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

(g) No Fiduciary Status. Nothing contained herein shall be deemed to create fiduciary status on the part of Bank in connection with the provision of any of the Treasury Management Services. The foregoing notwithstanding, to the extent, if any, that Bank is deemed to be a fiduciary of Customer, this Agreement is not intended to, nor shall, relieve Bank of any fiduciary responsibility otherwise imposed on it by law.

Exhibit 1
HOLIDAY CHART

Parkway Bank & Trust Co. will be closed on the following standard holidays observed by the Federal Reserve Bank. Bank will not accept files for processing on the following days, as well as all Saturdays and Sundays. Likewise, entries should not be effective dated for these days.

- New Year's Day (January 1)
- Martin Luther King's Birthday (Third Monday in January)
- Presidents Day (Third Monday in February)
- Memorial Day (Last Monday in May)
- Juneteenth (June 19)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Columbus Day (Second Monday in October)
- Veterans Day (November 11)
- Thanksgiving Day (Fourth Thursday in November)
- Christmas Day (December 25)

Note: If January 1, June 19, July 4, November 11, or December 25 fall on a Sunday, the next following Monday is a standard Federal Reserve Bank holiday.

SCHEDULE A

Online Banking Services.

1. Eligibility. To have access to the Services you must be an authorized user of the Software you select, if required for use with the Equipment. You must also have at least one eligible deposit or loan account with us. If you have more than one Account, you will have access through the Service to the Accounts you specify on the Enrollment Form. If you specify more than one Account on the Enrollment Form, we will "link" the Accounts together. Accounts which are "linked" under the Services will have one common owner and signer. Any signer, acting alone, must be authorized to access a linked account. Any non-linked account will not be accessible through the Service. You must designate a User Name and Password which will be required to gain access to the Service. Prior to your first use of Online Banking, the Financial Institution will assign you a User Name and Password (the User Name and Password collectively are referred to as the "Access Codes"), required to gain access to Online Banking. The Online Banking system will ask you to change your Password the first time that you use the system.

"Eligible Accounts" include the following:

1. Checking (Demand Deposit) Accounts
2. Savings Accounts
3. Money Market Accounts
4. Loans
5. Certificates of Deposit

2. Security Procedure. The use of the Token Code, in addition to other authentication methods described below, is a security procedure established by Financial Institution to authenticate the identity of the person attempting to gain access to the Service. The security procedure is not designed for the detection of errors. We may require you to change your Token Code from time to time for security reasons. You should keep your Token Code in a secure location. Any person having access to your Token Code will be able to access these Services and perform all transactions, including reviewing Account information and making Transfers to other Accounts and to other persons. **You are responsible for safeguarding the Token Codes. Providing these Token Codes to another person effectively constitutes a grant of authority to access your accounts.**

- (a) You agree to comply with the "Security Procedures" and any other Security Procedures Financial Institution directs you to use, and you acknowledge and agree that the Security Procedures, including (without limitation) any code, password, personal identification number, user identification technology, token, certificate, layered security, or other element, means, or method of authentication or identification used in connection with a Security Procedure ("Security Devices"), constitute commercially reasonable security procedures under applicable law for the initiation of the Services you utilize, including without limitation, transfers and access to confidential information. You authorize us to follow any and all instructions entered and transactions initiated using applicable Security Procedures unless and until you have notified us, according to notification procedures prescribed by us, that the Security Procedures or any Security Device has been stolen, compromised, or otherwise become known to persons other than you or your representative(s) and until we have had a reasonable opportunity to act upon such notice. You agree that the initiation of a transaction or instructions using applicable Security Procedures constitutes sufficient authorization for Financial Institution to execute such transaction or instruction notwithstanding any particular designation by you of authorized persons or signature requirements identified on any signature card or other documents relating to your deposit account maintained with Financial Institution, and you agree and intend that the submission of transactions and instructions using the Security Procedures shall be considered the same as your authorized written signature in authorizing us to execute such transaction or instruction. You acknowledge and agree that you shall be bound by any and all transactions initiated through the use of such Security Procedures, whether authorized or unauthorized, and by any and all transactions and activity otherwise initiated by you, to the fullest extent allowed by law. You further acknowledge and agree that the Security Procedures are not designed to detect error in the transmission or content of communications or transaction initiated by you and that you bear the sole responsibility for detecting and preventing such error.
- (b) You agree to appoint and designate an administrator (the "Administrator") who will be authorized and responsible for creating and maintaining subsequent User Ids, Passwords and tokens on your behalf, including assigning and revoking access privileges for persons to use the Service, ("User") and providing new and subsequent Security Devices to those Users. Financial Institution will provide Customer's designated Administrator, through United States postal mail and/or other delivery service selected by Financial Institution

at Financial Institution's option, with a User ID number and Password, and tokens to be distributed by the Administrator to each User with respect to one or more of the Services. Customer understands that the Administrator has the capability of providing administrative privileges identical to that of the Administrator to any User, including the ability to create and maintain subsequent User accounts and assigning and revoking access privileges. If these privileges are granted by the Administrator to a User, that User will also be considered an Administrator. Customer will be required to use the Security Device each time it accesses the Services. Customer acknowledges that any Administrator shall have the ability to control security levels such as Service access and Service transaction limits, including without limitation the ability to assign dollar amount limits to transfers of funds. You also agree that the Administrator or any User shall also have the authority on behalf of Customer to electronically accept and approve any and all agreements and amendments to agreements by and between Financial Institution and Customer, including but not limited to this Master Agreement.

- (c) You agree to keep all Security Procedures and Security Devices protected, secure, and strictly confidential and to provide or make available the same only to your authorized representative(s). You agree not to disclose or provide any Security Procedures or Security Devices to any unauthorized person. You also agree that Users shall not share Security Devices with each other. Where you have the ability to change or modify a Security Device from time to time (e.g., a password or User Name), you agree to change Security Devices frequently in order to ensure the security of the Security Device. You agree to notify us immediately, according to notification procedures prescribed by us, if you believe that any Security Procedures or Security Device have been stolen, compromised, or otherwise become known to persons other than you or your authorized representative(s) or if you believe that any transaction or activity is unauthorized or in error. In the event of any actual or threatened breach of security, we may issue you a new Security Device or establish new Security Procedures as soon as reasonably practicable, but we shall not be liable to you or any third party for any delay in taking such actions. You agree to indemnify, defend all claims, and hold Financial Institution harmless from any loss, damages, or expenses, including but not limited to attorney's fees, caused by you, your employees', or agents' failure to keep the Security procedures or Security Device confidential and secure.
 - (d) You agree to notify us immediately, according to notification procedures prescribed by us, if the authority of any authorized representative(s) shall change or be revoked. You shall recover and return to us any Security Devices in the possession of any of your authorized representative(s) whose authority to have the Security Device has been revoked.
 - (e) We reserve the right to modify, amend, supplement, or cancel any or all Security Procedures, and/or to cancel or replace any Security Device, at any time and from time to time in our discretion. We will endeavor to give you reasonable notice of any change in Security Procedures; provided that we may make any change in Security Procedures without advance notice to you if we, in our judgment and discretion, believe such change to be necessary or desirable to protect the security of our systems and assets. Your implementation and use of any changed Security Procedures after any change in Security Procedures shall constitute your agreement to the change and your agreement that the applicable Security Procedures, as changed, are commercially reasonable and adequate for the purposes intended.
3. Access. Services are generally accessible 24 hours a day, seven days a week, except that the Services may be inaccessible for a reasonable period on a daily basis for system maintenance. We are not liable under this Master Agreement or any Deposit Account or Service Agreement for failure to provide access due to a system failure or due to other unforeseen acts. We may modify, suspend, or terminate access to the Services at any time and for any reason without notice or refund of fees you have paid. The Financial Institution may change the terms and conditions of this Master Agreement or any Deposit Account or Service Agreement from time to time to conform with changes or advancements in our services, or as required by law or regulation. All such changes will be made according to the procedures outlined in 23. Use of Online Banking after the effective date of such changes will constitute your consent to the changes.
4. Equipment Requirements. In order to use the Services, you must first obtain your own personal computer with Internet connection capability and related equipment (the "Hardware"). You also must provide the type of Internet access required by the Hardware and/or Software, which requires a web browser with Java scripting capabilities and 128-bit SSL encryption. Also recommended is an internet connection speed of 28.8 kbps or higher, Microsoft Internet Explorer® Version 7.0 or higher (for Windows), Mozilla Firefox® Version 3.0 or higher (for Windows) or Apple Safari® Version 1.0 or higher (for Mac OS). Once the Hardware has been properly connected and any required Internet access has been established, you will be able to access the Services' website. You are and will remain solely responsible for the purchase, hookup, installation, loading, operation and maintenance of the

Hardware, Software, and the Internet access service to your PC, and for all related costs. You are solely responsible for virus protection and maintenance of your PC. Financial Institution shall have no responsibility for failures, interruption or other defects in the Services, which are occasioned by incompatible, improperly installed or improperly maintained hardware and software. The Financial Institution may add to, modify, or replace software programs used in conjunction with providing the Services under this Master Agreement or any Deposit Account or Service Agreement at its sole discretion and without notice, provided Services rendered to you are not substantially negatively affected or obligations altered. From time to time the Financial Institution may deem it necessary to hold training or retraining classes for you. You agree that you will require appropriate personnel to participate in such training.

5. Available Services. Business Customers may use the Services to:

1. Make transfers between Accounts you may have with us.
2. Make Payments to a Payee from your Account(s) (Bill Payment Service).
3. Obtain Account balances.
4. Review recent transactions on your Accounts.
5. Communicate directly with Financial Institution via the Online Banking secure message center.
6. Download account information in various formats.
7. Issue stop payment orders.
8. View check images.
9. Order checks
10. *Originate ACH entries.
11. *Subscribe to and use Positive Pay Services.
12. *Originate Wire Transfer entries.

These activities are limited to the extent noted herein and in the agreements governing your various accounts with us.

*You must execute the applicable Enrollment Forms to use these services.

(a) Additional Services. Additional services may be included in an update to this Master Agreement or in other separate agreements to notify you of the existence of any new services available through Online Banking. Information about new services may be obtained from our website at www.parkwaybank.com. By using these services when they become available, you agree to be bound by the terms and conditions contained in this Master Agreement or separate agreements covering these services.

(b) Restrictions; Limits. In most cases you may use Online Banking to gain access to deposit accounts in which you have an unrestricted right to withdraw funds. However, the Financial Institution, as it may determine at any time and from time to time in its sole discretion, may deny Online Banking account access, restrict Online Banking account transactions, or place limits on the specific dollar amount of funds that may be withdrawn or transferred from any account.

(c) Vendor. You acknowledge and agree that the Service can be provided by an independent third party service provider ("Vendor") as selected by Financial Institution, and that both the Vendor and the Service are subject to change from time to time without notice to you. You further acknowledge, agree, and stipulate that the Vendor is an independent contractor providing software and data transmission services and is not the agent of you or Financial Institution. Neither the Financial Institution nor the Vendor is responsible for the actions or omissions of the other.

6. Account Access. Transfers and Payments from your Account will be deducted on the date you instruct us to process them. If the date you schedule a Transfer or Payment falls on a weekend or holiday, we will process your transaction the next Transfer Day. We may refuse to act on your Transfer instructions or Payment request if sufficient funds, including funds available under any overdraft protection plan, are not available in your Account on the date you want us to make the Transfer or Payment.

7. Processing Fund Transfers. We can process a Transfer until 9:00 p.m., Central Standard Time on a Transfer Day. If you request a Transfer after the cutoff time, the Transfer will be processed the following Transfer Day. If you schedule a Transfer for a future date, we will process the transaction after the close of business on that date, if that day is a Transfer Day.

You are fully obligated to us to provide sufficient funds for any payments or transfers you make or authorize to be made. If we complete a payment or transfer that you make or authorize and we subsequently learn that you have insufficient funds for the transaction, you agree that we may reverse the transaction or offset the shortage with funds from any other deposit account(s) you have with us to the extent permissible by the applicable law and the terms of any other relevant agreements.

If there are insufficient funds in your Account to make a Transfer or Payment, we may refuse to make the Transfer or Payment or we may make the Transfer or Payment and overdraw your Account. In either event, you are responsible for any non-sufficient funds ("NSF") charges that may apply.

8. Canceling Transfers or Payments. You may cancel a pending Transfer or Payment transaction. However, to do so, we must receive your instruction to cancel prior to the cutoff time on the Transfer Day the transaction is scheduled to be processed. If we don't receive your instruction to cancel a transaction before that time, we may process the transaction.

9. Transfer(s) from Savings/Money Market Deposit Accounts. Federal regulations require us to limit, either by contract or in practice, the number of certain types of transfers from savings and money market deposit accounts. You are limited to six (6) preauthorized electronic fund transfers per month. Each fund transfer through these Services from your savings or money market deposit account is counted as one of the six (6) transfers permitted each calendar month. However, payments to your loan accounts with us are not counted toward this transfer limit for savings/money market deposit accounts.

10. E-Mails. The Financial Institution will not immediately receive e-mail that you send. Therefore, you should not rely on e-mail if you need to communicate to the Financial Institution immediately. For example, if you need to stop payment on a check, to report a lost or stolen card, or to report an unauthorized transaction from one of your accounts, you should contact the Financial Institution immediately by calling the Financial Institution. The Financial Institution will not take actions based on your e-mail requests until the Financial Institution actually receives your message and has a reasonable opportunity to act.

11. Overdrafts: Order of Payments, Transfers, and Other Withdrawals. If funds are withdrawn from any of your accounts by means of electronic funds transfers, other than through Online Banking on the same business day as an Online Banking transaction, and if the account contains insufficient funds to enable both the electronic funds transfer and the Online Banking transfer to be made, then the electronic funds transfer will have priority and the Online Banking transfer will be refused or will result in an overdraft on your account. This is at the Financial Institution's sole discretion.

12. Bill Payment Service. You can arrange, at your option, for the payment of your current, future and recurring bills from your designated Bill Pay Account. For Bill Payment Service, your Payee list may include utility companies, merchants, financial institutions, insurance companies, individuals, etc. within the United States whom you wish to pay through Bill Payment Service. Please include the full name of the Payee and a complete mailing address and telephone number for each Payee, along with your account number with the Payee, the amount of the Payment, and whether the Payment is recurring. The Financial Institution reserves the right to decline to make Payments to certain persons and entities. You agree that any Payment for taxes, Payments that are court-ordered, government payments and Payments outside of the United States are prohibited and you agree that you will not attempt to use the Service to make these types of Payments. On recurring Payments, it is the responsibility of the account owner or designated authorized users to update Payee account information such as address changes, account numbers, etc. Payments are posted against your ledger balance, plus the available credit on your overdraft protection, if any, or other line of credit.

(a) You may schedule Payments to be initiated on the current Business Day, on a future date, or on the same date of each month. Changes to previously scheduled Payments must be made before 9:30 p.m. Central Standard Time the Business Day before the day it is to be initiated. Although you can enter Payment information through the Service twenty-four (24) hours a day, seven (7) days a week, the Financial Institution only initiates on Business Days. Funds must be available in your Account on the scheduled payment date. Funds will be deducted from your account on the same Business Day. If you direct the initiation of a Payment to occur on a day other than a Business Day, it will be initiated on the following Business Day. You are responsible for any loss or penalty that you may incur due to a lack of sufficient funds or other conditions that may prevent the withdrawal of funds from your account.

You should schedule a Payment to a new Payee at least five (5) Business Days before any Payment due date, to allow us time to set up the Payee and verify information about your account with the Payee. Financial Institution is not liable for any service fees or late charges levied against you due to postal delays or processing delays by the Payee. There is no limit on the number of Payees or number of Payments that may be authorized. The maximum per Payment amount is \$9,999.99 for check Payments and the minimum per Payment amount is \$1.00. Payments are subject to the availability of sufficient funds in the designated checking account. However, Financial Institution reserves the right to impose limits at some future date, with proper written notice.

For all subsequent Payments, you agree to allow at least five (5) Business Days for payments between the date you schedule a Payment to be initiated and the Payment due date (that is, the due date shown on your invoice or provided in your agreement with the payee, not taking into account any applicable grace period). If you do not, you will be fully responsible for all late fees, finance charges or other actions taken by the Payee.

(b) Financial Institution shall have no obligation or liability if it does not complete a Transfer or Payment because there are insufficient funds in your account to process a transaction. In all cases, you are responsible for either making alternate arrangements for the Payment or rescheduling the Payment through the Service. In the case of recurring Payments, only the Payment currently scheduled will be canceled. Recurring Payments scheduled for future dates will not be affected.

(c) Recurring Payments and Transfers are those made for the same amount, on the same date, on a weekly, bi-monthly, monthly basis, etc. Once started, recurring Payments and Transfers will be made automatically until you delete the Payment or Transfer or upon expiration. If the Payment is not a recurring Payment, it will be a "one-time Payment." One-time Payments do not recur and are not made until you enter the Payee and amount of the current bill and submit the Payment.

A stop payment cannot be placed on a Bill Payment transaction once payment is applied.

There is no fee for deleting a Payment initiated through Bill Payment; however a fee will apply for a stop on a Bill Payment.

In the event a Payment is returned to us for any reason, you authorize us, in our sole and absolute discretion, to either research and correct the Payment information or to void the Payment and re-credit your Account.

Your use of these Services is subject to the following limitations:

13. Dollar Amount. There may be a limit on the dollar amount of the transactions you can make using these Services. Security reasons limit the dollar amount of transactions and these limits are subject to change from time to time. Payment can only be made with U.S. currency.

14. Frequency. In addition to the Federal banking regulations that restrict the number of transfers and withdrawals, there may be limits on the number of transactions you can make using these Services. These limits are for security reasons and are subject to change.

15. Foreign Transactions. No Payments may be made to Payees outside the United States, unless the Customer has been specifically approved by the financial institution through the use of certain treasury management services such as ACH or Wire Transfer Services.

16. Additional Limitations. Additional limitations may be contained in this Master Agreement or the Deposit Account or Service Agreement. Your ability to initiate transactions may also be limited by the terms of other agreements you have with the Financial Institution or by applicable law.

17. Privacy/Information Sharing. The importance of maintaining the confidentiality and privacy of the information provided by you is one of our highest priorities. We may disclose information about your Accounts or the Transfers you make: (a) where it is necessary for completing the transfers or processing or maintaining your Accounts; (b) in order to verify the existence or condition of your Accounts for a third party such as a credit bureau or merchant; (c) in

order to comply with legal process, government agency or court orders; (d) to companies that perform marketing services on our behalf or to other financial institutions with whom we have joint marketing agreements; or (e) otherwise as permitted by law. An explanation of our privacy policy will be provided to you separately in the manner required by applicable law. Please review it carefully. Our privacy policy may change from time to time and is always available on our website and at our Financial Institution locations.

18. Confidential Information. All information of a business nature relating to the assets, liabilities or other business affairs disclosed to the Financial Institution by you and your customers in connection with this Master Agreement and any Deposit Account or Service Agreement is confidential. Financial Institution shall not, without the express written consent of you, disclose or permit access to any such information by any person, firm or corporation and Financial Institution shall cause its officers, employees, and agents to take such action as shall be necessary or advisable, to preserve and protect the confidentiality of disclosing such information to persons required to have access thereto for the performance of this Master Agreement and any Deposit Account or Service Agreement, or to any other party to which the Financial Institution may be required by law to report such information. You agree to hold confidential and to use only in connection with the Service provided under this Master Agreement and any Deposit Account or Service Agreement all information furnished to you by Financial Institution or by third parties from whom Financial Institution has secured the right to use the Service, including, but not limited to, Financial Institution's product and service pricing structure, system design, programming techniques or other unique techniques. In addition, should you at any time receive or acquire any information relating to another customer of the Financial Institution, you shall promptly return such information to Financial Institution and not reveal such information to any other party and shall not make use of such information for your own benefit. Financial Institution and your obligations and agreements under this paragraph shall not apply to any information supplied that was known to either party prior to the disclosure by the other, or is or becomes generally available to the public other than by breach of this Agreement, or otherwise becomes lawfully available on a non-confidential basis from a third party who is not under an obligation of confidence to either party. Notwithstanding anything to the contrary contained herein, it is authorized and agreed by the parties hereto that the performance of said Service is or might be subject to regulation and examination by authorized representatives of the Comptroller of the Currency, the Board of Governors of the Federal Reserve System, the Federal Deposit Insurance Corporation, and/or a State regulatory agency and you agree to the release of your reports, information, assurances, or other data as may be required by them under applicable laws and regulations. You agree that any specifications or programs developed by the Financial Institution in connection with this Master Agreement and any Deposit Account or Service Agreement or supplied or made available to you by Financial Institution are the exclusive property of Financial Institution, its agents, suppliers, or contractors, and further agrees that such material shall not be copied or used in any manner or for any purpose without the express written consent of Financial Institution. This clause shall survive the termination of this Master Agreement.

19. Termination Upon Written Notice. Either you or the Financial Institution may terminate this Master Agreement, any Deposit Account or Service Agreement, and your Online Banking subscription at any time upon giving at least 30 days prior written notice of the termination to the other party. If you terminate Online Banking, you authorize the Financial Institution to continue making transfers you have previously authorized and continue to charge monthly fees until such time as the Financial Institution has had a reasonable opportunity to act upon your termination notice. Once the Financial Institution has acted upon your termination notice, the Financial Institution will make no further transfers from your accounts, including any transfers you have previously authorized. If the Financial Institution terminates your use of Online Banking, the Financial Institution reserves the right to make no further transfers from your accounts, including any transactions you have previously authorized.

20. Immediate Termination. Either party shall have the right to terminate this Master Agreement, any Deposit Account or Service Agreement, and your Online Banking subscription immediately by giving written notice to the other if such other party: (i) ceases to conduct its business in the ordinary sense, (ii) has any substantial part of its property become subject to any levy, seizure, assignment or application for sale for, or by, any creditor or government agency, (iii) is a party to an acquisition or (iv) in the reasonable judgment of the party seeking termination, experiences an adverse change in its financial condition or business which impairs the ability of such party to perform its obligations under this Master Agreement or any Deposit Account or Service Agreement, (v) fails to perform its obligations under this Master Agreement or any Deposit Account or Service Agreement or defaults under any other agreement between the parties or (vi) makes any warranty or representation which proves to be false or misleading.

Notwithstanding the foregoing, Financial Institution may immediately terminate this Master Agreement and/or any Deposit Account or Service Agreement without notice if, (a) you or we close your Account(s), or (b) in Financial Institution's sole discretion, Financial Institution determines that you have abused the Online Banking Service or Financial Institution believes that it will suffer a loss or other damage if the Master Agreement and/or Deposit Account or Service Agreement is not terminated.

21. Rights Cumulative. Financial Institution's election to terminate this Master Agreement and/or any Deposit Account or Service Agreement is in addition to any and all other remedies that may be available to Financial Institution and will not affect any obligations you may have to Financial Institution. Any reinstatement of the Service under this Master Agreement and/or any Deposit Account or Service Agreement will be at Financial Institution's sole discretion and must be agreed upon in writing by an authorized representative of Financial Institution.

22. Rights/Duties Upon Termination. Upon termination of this Master Agreement and/or any Deposit Account or Service Agreement, any property or rights of a party in the possession of the other party, tangible or intangible, shall be returned to owner thereof within 10 days after the later to occur of (i) termination of the Master Agreement and/or any Deposit Account or Service Agreement or (ii) the last date that such party receives any such property or rights.

Upon termination of this Master Agreement and/or any Deposit Account or Service Agreement, (i) you will promptly pay to Financial Institution all sums due or to become due under this Master Agreement and/or Deposit Account or Service Agreement, and (ii) you shall have no further right to make use of the Service or any system or software which may have been provided in connection with the Service.

23. Changes in Terms and other Amendments. The Financial Institution may amend the terms of this Master Agreement and any Deposit Account or Service Agreement alter, change, or modify the Services provided under the terms of this Master Agreement and any Deposit Account or Service Agreement (including the fees and charges for Services listed) or any supplemental agreement at any time in its sole discretion by giving written notice to you. If required by agreement or by applicable law, notice will be given for the required applicable number of days in advance of such amendments by mailing a copy of the amendment to you at your most recent address shown on our records or, if you have previously agreed, by providing notice delivered to the last email address you have provided us. Your continued use of the Services shall constitute your agreement to such amendment. No amendments requested by you shall be effective unless received in writing by Financial Institution and agreed to by the Financial Institution in writing.

24. Electronic Notices. We may deliver to you any required disclosures and other notices concerning these Services or your Accounts by e-mail or other appropriate electronic means. You may use e-mail to contact us about inquiries, maintenance and/or some problem resolution issues. E-mail may not be a secure method of communication. Thus we recommend you do not send confidential personal or financial information by e-mail. There may be times when you need to speak with someone immediately (especially to report a lost or stolen Password, or to stop a payment). In these cases, **do not use e-mail**. Instead, you should call us at: (708) 867- 6600.

25. Hours of Operation. Our representatives are available to assist you from the hours of 9 a.m. to 5p.m. Central Standard Time (Standard or Daylight), Monday through Friday, except holidays, by calling the number provided in Section 24.

26. Ownership of Website. The content, information and offers on our website are copyrighted by Financial Institution and/or Vendor and the unauthorized use, reproduction, linking or distribution of any portions is strictly prohibited. You agree not to copy, display, distribute, download, license, sub-license, modify, publish, repost, reproduce, reuse, sell, transmit, create a derivative work from or otherwise use for public or commercial purposes, the information and materials on the Sites, except as provided in this Master Agreement, without our express written permission. Unless otherwise noted, all other trademarks, service marks, and logos used on the Financial Institution's sites are the trademarks, service marks or logos of Financial Institution, or others as indicated.

27. Web-linking Practices. Financial Institution may provide access to information, products or services offered on other third party web sites. The Financial Institution is not responsible for, nor does control, the content, products, or serviced provided by linked sites. The Financial Institution does not endorse or guarantee the products, information or recommendations provided by linked sites, and is not liable for any failure of products or services advertised on those sites. In addition, each third party site may provide less security than the Financial Institution and have a privacy policy different than that of the Financial Institution. Your access, use and reliance upon such content, products or services is at your own risk.

28. Geographic Restrictions. The Services described in this Master Agreement and any application for credit, deposit services, and brokerage services available at our web site are solely offered to citizens and residents of the United States of America residing within the United States of America. Citizens and residents may not be able to access these Services outside the United States of America.

29. Contact Information. In case of questions about your electronic transactions contact customer service at:

Parkway Bank & Trust Co.
Attn: Treasury Management Department
Phone: (708) 867-2593
Email: treasurymanagement@parkwaybank.com

30. Deposit Account Agreement. You acknowledge and agree that your demand deposit account maintained with Financial Institution is an integral part of the Services offered by Financial Institution and that all transactions and Services initiated or processed pursuant to this Master Agreement are subject to the terms and conditions of the rules, regulations and agreement ("Deposit Account Agreement") governing accounts in effect from time to time between you and Financial Institution. The Deposit Account Agreement is expressly incorporated herein by reference. The terms and conditions of this Master Agreement shall control over any inconsistent terms and conditions of the Deposit Account Agreement. You acknowledge that you have signed and executed all agreements, resolutions, signature cards and forms governing your demand deposit account required by Financial Institution. If you have not signed the foregoing forms required by Financial Institution, by signing this Master Agreement, you acknowledge that you have read the contents of and agree to be bound by the terms of those forms, agreements and documents, and adopt and ratify, as an authorized signatory(s), the signature(s) of any person(s) who has signed a signature card or any check on your account. You also agree to establish all accounts that must be opened in conjunction with the Service provided by Financial Institution.

31. Effective Dates. The effective date of this Master Agreement and any Deposit Account or Service Agreement shall be the date upon which the Agreement is executed by you and accepted by Financial Institution.

32. Internet Disclaimer. For any Service(s) described in the Agreement utilizing the Internet, Financial Institution does not and cannot control the flow of data to or from Financial Institution's network and other portions of the Internet. Such flow depends in large part on the performance of Internet Services provided or controlled by third parties. Actions or inactions of such third parties can impair or disrupt your connections to the Internet (or portions thereof). Financial Institution cannot guarantee that such events will not occur. Accordingly, Financial Institution disclaims any and all liability resulting from or related to such events and in no event shall Financial Institution be liable for any damages (whether in contract or in tort) that are attributable to the public Internet infrastructure, your ability to connect to the Internet, or Financial Institution's ability to connect to the Internet on your behalf.

33. Relationship of Parties. Customer and Financial Institution acknowledge and agree that the relationship between Financial Institution and Customer is that of an independent contractor and that this Master Agreement does not establish or create a general agency, joint venture, partnership, or employment relationship between them.

34. Force Majeure. The Financial Institution shall not be responsible for any liability, loss, or damage resulting from Financial Institution's failure to perform any Service or to perform any other obligations under this Master Agreement and any Deposit Account or Service Agreement which is caused by an act of God, fire, floods, adverse weather or atmospheric conditions or other catastrophes; war, sabotage, riots, acts of public enemy, or acts of governmental authority or the Board of Governors of the Federal Reserve; labor difficulties; equipment or computer failure or destruction or the unavailability, interruption, or malfunction of communications facilities or utilities; delays or failure to act by you or third parties and their personnel; criminal acts; or generally any cause reasonably beyond the Financial Institution's control.

35. Reimbursement. Any reimbursement by Financial Institution for any liability hereunder may be made either directly to you or by adjustment of the aggregate ledger and collected balances of your accounts.

36. Indemnification. In addition to other indemnification and liability provisions elsewhere in this Master Agreement and any Deposit Account or Service Agreement, to the fullest extent allowed by law, you will be liable for, hold harmless, and will indemnify Financial Institution, and their employees and agents from and against all claims of any sort by third parties or others arising out of this Master Agreement and any Deposit Account or Service Agreement, including all losses and expenses incurred by Financial Institution arising out of your failure to report required changes, transmission of incorrect data to Financial Institution, or failure to maintain compliance with all laws, regulations and rules. Except for those losses caused directly by Financial Institution's failure to exercise ordinary care or to act in good faith, you agree to indemnify and hold Financial Institution, its officers, directors, shareholders, agents, employees, and affiliates, and their respective officers, directors, agents and employees, harmless from and against any and all losses, costs, suits, damages, claims, liabilities and expenses (including reasonable attorneys' fees) arising from or related in any way to (i)

any Services performed in connection with this Master Agreement and any Deposit Account or Service Agreement, (ii) Financial Institution's action or inaction in accordance with or reliance upon any instructions or information received from any person reasonably believed by Financial Institution to be an authorized representative of you or Authorized User, (iii) your breach of any of your covenants, agreements, responsibilities, representations or warranties under this Master Agreement and any Deposit Account or Service Agreement, and/or (iv) your breach of applicable laws, rules or regulations.

37. ARBITRATION AND WAIVER OF JURY TRIAL.

YOU AND FINANCIAL INSTITUTION AGREE THAT THE TRANSACTIONS PROCESSED UNDER THIS MASTER AGREEMENT OR ANY SERVICE AGREEMENT INVOLVES "COMMERCE" UNDER THE FEDERAL ARBITRATION ACT ("FAA"). ANY CONTROVERSY OR CLAIM BETWEEN YOU AND FINANCIAL INSTITUTION, OR BETWEEN YOU AND ANY OF FINANCIAL INSTITUTION'S OFFICERS, EMPLOYEES, AGENTS OR AFFILIATED ENTITIES, THAT ARISES OUT OF OR IS RELATED TO ANY SERVICE PROVIDED UNDER THIS MASTER AGREEMENT OR ANY SERVICE AGREEMENT, WHETHER BASED ON CONTRACT OR IN TORT OR ANY OTHER LEGAL THEORY, INCLUDING CLAIMS OF FRAUD, SUPPRESSION, MISREPRESENTATION AND FRAUD IN THE INDUCEMENT (COLLECTIVELY, ANY "CLAIM"), WILL BE SETTLED BY BINDING ARBITRATION UNDER THE FAA. THE ARBITRATION WILL BE ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES ("THE ARBITRATION RULES"). IF A CLAIM IS SUBMITTED TO ARBITRATION, (A) YOU WILL NOT HAVE THE RIGHT TO GO TO COURT OR TO HAVE A JURY TRIAL; (B) YOU WILL NOT HAVE THE RIGHT TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED IN THE ARBITRATION RULES; (C) YOU WILL NOT HAVE THE RIGHT TO HAVE ANY CLAIM ARBITRATED AS A CLASS ACTION UNDER THE ARBITRATION RULES OR UNDER ANY OTHER RULES OF CIVIL PROCEDURE; (D) THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING WITH LIMITED RIGHTS TO APPEAL; AND (E) THIS MASTER AGREEMENT SUPERSEDES ANY PRIOR ALTERNATIVE DISPUTE RESOLUTION AND/OR ARBITRATION AGREEMENT THAT MAY EXIST BETWEEN YOU AND FINANCIAL INSTITUTION. THIS AGREEMENT TO ARBITRATE DISPUTES WILL SURVIVE THE CLOSING OF YOUR ACCOUNT AND THE TERMINATION OF THIS MASTER AGREEMENT OR ANY SERVICE AGREEMENT.

38. Governing Law. These terms and conditions of this Master Agreement and any Deposit Account or Service Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflict of law provisions and without regard to your state of residence.

39. Enforcement. In the event a dispute arises either directly or indirectly under this Master Agreement, the venue for any and all litigation resulting therefrom shall be in a court of appropriate jurisdiction in the State of State of Illinois. The prevailing party in any such action shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees (which may be or include the allocable cost of in-house counsel) and costs, including fees for any litigation, arbitration, mediation, appeal, or bankruptcy proceedings, and any post-judgment collection actions, if applicable.

40. Compliance with Laws, Rules, and Regulations. You agree to comply with all existing and future instructions used by the Financial Institution for processing of transactions. You further agree to comply with and be bound by all applicable state or federal laws, rules and regulations affecting the use of checks, drafts, fund transfers, and ACH transactions, including but not limited to, rules and procedural guidelines established by the Federal Trade Commission ("FTC"), the Board of Governors of the Federal Reserve, the National Automated Clearing House Association ("NACHA") and any other clearinghouse or other organization in which Financial Institution is a member or to which rules Financial Institution has agreed to be bound. These laws, procedures, rules, regulations, and definitions shall be incorporated herein by reference.

41. Miscellaneous Provisions.

(a) Headings. The headings and captions contained in this Master Agreement and any Deposit Account or Service Agreement are included only for convenience of reference and do not define, limit, explain, or modify this Master Agreement and any Deposit Account or Service Agreement or its interpretation, construction, or meaning.

(b) Severability. The holding of any provision of this Master Agreement and any Deposit Account or Service Agreement as invalid, illegal, or unenforceable, in whole or in part, shall not affect the other provisions of this Master Agreement and any Deposit Account or Service Agreement, which shall remain in full force and effect.

(c) Waiver. No waiver by the Financial Institution (whether or not in writing) of any term, condition, or obligation of you under this Master Agreement and any Deposit Account or Service Agreement shall bind the Financial Institution to waive the same term, condition, or obligation again, nor shall any other provision, condition, term, or obligation hereof be affected by such a waiver.

(d) Binding Effect. This Master Agreement and any Deposit Account or Service Agreement shall inure to the benefit of and be binding upon the successors, heirs, trustees, and permitted assigns of the parties hereto.

(e) Entire Agreement. This Master Agreement and any Deposit Account or Service Agreement constitutes the entire agreement between the parties hereto concerning the subject matter hereof. All contemporaneous agreements or understandings concerning the subject matter hereof, whether oral or written, are merged into this Master Agreement.

(f) Transfers and Assignments. You cannot transfer or assign any rights or obligations under this Master Agreement and any Deposit Account or Service Agreement without Financial Institution's written consent. The Financial Institution may assign its rights and delegate its duties under this Master Agreement and any Deposit Account or Service Agreement to a company affiliated with the Financial Institution or to any other party.

SCHEDULE B

ACH ORIGATION SERVICES

1. Overview. This ACH Origination Services Agreement (the "ACH Agreement" or the "Agreement") sets forth additional terms and conditions with respect to the Bank's ACH Origination Product (the "ACH Module") and is considered a schedule to and a part of the Master Agreement. The terms and conditions in this ACH Agreement shall take precedence over any conflicting terms in the Master Agreement. Any capitalized term herein shall have the meaning assigned to such terms herein, and to the extent not defined herein, shall have the meaning assigned to it in the Master Agreement. Your use of the ACH Module and/or Customer's signature on the Authorization Page of the Master Agreement shall constitute acceptance of this ACH Agreement.

2. Description. The ACH Product allows you to initiate electronic credit and/or debit entries ("Entries") by means of the Automated Clearing House ("ACH") Network through your Accounts maintained at the Bank. Pursuant hereto, Bank is willing to act as Originating Deposit Financial Institution (ODFI), as that term is defined in the National Automated Clearing House Association ("NACHA") Rules (the "NACHA Rules").

3. Use.

(a) Compliance with NACHA Rules and Laws. You represent, warrant, and agree that all Entries or other ACH transactions contemplated hereunder will comply with applicable law, the NACHA Rules, and this Agreement. You acknowledge that you have or have access to a copy of the current NACHA Rules which you may have to purchase. Your obligation to comply with applicable law includes, but is not limited to, sanctions enforced by the Office of Foreign Assets and Control ("OFAC") and it is your responsibility to obtain information regarding such OFAC enforced sanctions. (This information may be obtained directly from the OFAC Compliance Hotline at 1-800-540-OFAC or by visiting the OFAC website at www.ustreas.gov/ofac.) We will transmit those Entries initiated by you that are properly transmitted and comply with the NACHA Rules and this Agreement.

(b) Form and Type of Entries. Entries shall be transmitted to us in computer readable form in compliance with the formatting and other requirements set forth in the NACHA file specifications (Appendix Two of the NACHA Rulebook) or as otherwise specified by us. Originated Entries are limited to "CCD" (Corporate Credit or Debit) and "PPD" (Prearranged Payment and Deposit) Standard Entry Class Coded transactions. We do not process WEB or TEL entries. The Effective Date of any Entry must be a Business Day.

(c) Domestic Only. We will only process domestic (U.S.) Entries. We do not process International ACH transactions.

(d) Cutoff. The deadlines for receipt of Entries (the "Cutoff Times") are set forth below. Entries received after the Cutoff Times shall be deemed to have been received on the next Business Day.

i. Credit Entries. Credit Entries must be received prior to 4:00 PM CST two (2) Business Days prior to the Effective Date.

ii. Debit Entries. Debit Entries must be received prior to 4:00 PM CST one (1) Business Day prior to the Effective Date.

(e) Limits. As part of your request for approval to enroll in and use the ACH Product, and our approval of same, we will agree to certain limits regarding the dollar amount of Entries transmitted by you to us on any single Business Day (the "Maximum Daily Limits"). You agree that the total dollar amount of Entries transmitted by you to us on any one Business Day shall not exceed the lesser of the amount of available funds in your account or the Maximum Daily Limits. We reserve the right to cancel or refuse to process any Entry that will exceed the Maximum Daily Limit.

(f) Reservation of Right to Limit Entries. We reserve the right to limit the nature and amount of the preauthorized debit/credit Entries or to refuse to process any debit/credit Entries if, in our sole judgment there is reasonable cause to believe that any Entry (i) will be returned, (ii) will not settle in the ordinary course of the transaction for any reason, (iii) would violate any limit set by the applicable clearing house association or any governmental authority or agency to control payment system risk, or (iv) would create an overdraft of Customer's Accounts.

(g) Proper Authorization. You and any other Originator for whom you initiate ACH transactions shall obtain authorizations for all entries in accordance with NACHA Rules and all applicable state and federal law, and we may take recourse against any party involved in the processing of the transaction who fails to obtain proper authorization. The origination of ACH transactions by you must comply with state and federal law. 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	Debit or Credit	Document signed or verbal agreement by Company

(h) Pre-funding. We reserve the right to require you to pre-fund your Account prior to the Settlement Date of an Entry. A pre-funding requirement shall be at our sole discretion. If it is determined that pre-funding is required, you must provide immediately available and collected funds sufficient to pay all Entries you initiate (a) not later than 8:00 A.M. CST two (2) Business Days before each Settlement Date, and (b) prior to initiating any Entries for which pre-funding is required. If we require pre-funding, you must maintain sufficient available funds in your Account(s) to settle for the credit Entries at the time the credit Entries are issued. If on Settlement Date a file is processed and collected balances are not available, we reserve the right to allow you to fund the on-us account until 4:00 PM during the same Business Day. Failure to timely prefund may result in the file being deleted and you will be notified as such.

(i) Reserves. We reserve the right to require you to maintain minimum reserves in your Accounts. Reserve requirements may be based on various factors, including, without limitation, your transaction activity and risk profile. If we require you to maintain reserves, such requirement will be effective within five (5) Business Days.

(j) Pre-notification. You shall, if required by the NACHA Rules, or you may, at your option, send pre-notification that you intend to initiate an Entry or Entries to a particular account within the time limits prescribed for such notice in the NACHA Rules. Such notice shall be provided to us in the format and on the medium required by the NACHA Rules. If you receive notice that such pre-notification has been rejected by a Receiving Depository Financial Institution ("RDFI") within the prescribed period, or that an RDFI will not receive Entries without having first received a copy of the Authorization signed by its customer, you will not initiate any corresponding Entries to such accounts until the cause for rejection has been corrected or until providing the RDFI with such authorization within the time limits provided by the NACHA Rules.

(k) On-Us Entries. Subject to the exceptions and requirements herein, including cutoff times, in the case of an Entry received for credit to an account at Bank (an "On-Us Entry"), we will credit the Receiver's account in the amount of such Entry on the Effective Entry Date contained in such Entry. If any of those requirements are not met, we will use reasonable efforts to credit the Receiver's account in the amount of such Entry no later than the next Business Day following such Effective Entry Date.

(l) Rejection of Entries. We reserve the right to reject any Entry that is not compliant with the terms herein and we shall not be liable regardless of whether you have or had available funds to cover the Entry. We have no obligation to notify you of the rejection of an Entry but may do so at our option. We have no obligation to re-submit or re-transmit any Entry that was previously rejected.

(m) Returned Entries. You authorize us to charge your Account as settlement for credit Entries issued by you or returned or dishonored debit Entries. We will notify you by e-mail, facsimile, U.S. mail, or other means of the receipt of a returned Entry from the ACH Operator. Except for an Entry retransmitted by you, we shall have no obligation to retransmit a returned Entry to the ACH Operator if we complied with the terms of this Agreement with respect to the original Entry. You shall notify the Receiver by phone or electronic transmission of receipt of each return Entry no later than one (1) Business Day after the Business Day of receiving such notification from us.

(n) Cancellation or Amendment of Entries by Customer. You have no right to cancel or amend any Entry after we receive it. We may, at our option, accept a cancellation or amendment. If we receive your cancellation or amendment request before the affected Entry has been transmitted to the ACH (or, in the case of an On-Us Entry, before the Receiver's account has been credited or debited), we will use reasonable efforts to cancel or amend the Entry as requested, but we shall have no liability if the cancellation or amendment is not completed. If we accept a

cancellation or amendment of an Entry, you hereby agree to indemnify, defend all claims, and hold us harmless from any loss, damages, or expenses, including but not limited to attorney's fees, incurred by us or anyone as the result of our acceptance of your cancellation or amendment request.

(o) Reversal Requests by Customer. Upon your proper and timely request, we will use reasonable efforts to effect a reversal of an Entry or File. To be "proper and timely," the request must be made promptly after detection, but in no event, more than three (3) Business Days of the Effective Entry Date. You shall notify the Receiver of any reversing Entry initiated to correct any Entry you initiated in error. The notification to the Receiver must include the reason for the reversal and be made no later than the Settlement Date of the reversing Entry. You agree that upon our request, you will concurrently deposit in your Account an amount equal to the Entry or File you seek to reverse. You further agree that upon our request, you will execute any such documents, including an affidavit, setting forth the circumstances regarding the reversal request. Under no circumstances shall we be liable for interest or any losses if the requested reversal of an Entry is not completed or effected. You agree to indemnify, hold harmless, and reimburse us for any expenses, losses or damages we incur in effecting or attempting to effectuate your request for reversal of an Entry.

(p) Notifications of Change. We will provide you all information, as required by the NACHA Rules, with respect to each Notification of Change ("NOC") Entry or Corrected Notification of Change ("Corrected NOC") Entry received by us relating to Entries you transmit. We will provide such information to you within two (2) Business Days of the Settlement Date of each NOC Entry or Corrected NOC Entry. You shall ensure that changes requested by the NOC Entry or Corrected NOC Entry are made within one (1) Business Day of receipt of the NOC Entry information or prior to initiating another Entry to the Receiver's account, whichever is later.

(q) Inconsistency of Name and Account Number. If an Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted by us to the RDFI may be made by the RDFI (or by us in the case of an On-Us Entry) on the basis of the account number supplied by you, even if it identifies a person different from the named Receiver, and, in such case, your obligation to pay the amount of the Entry to us is not excused in such circumstances. You are liable for and must settle with us for any Entry you initiate that identifies the Receiver by account or identifying number or by name and account or identifying number.

(r) Provisional Settlement. Payment of an Entry by the RDFI to the Receiver is provisional until receipt by the RDFI of final settlement for such Entry. You acknowledge that if such settlement is not received, the RDFI shall be entitled to a refund from the Receiver of the amount credited and you shall not be deemed to have paid the Receiver the amount of the Entry.

(s) Insufficient Funds; Overdrafts. In the event your Account does not have available and/or collected funds sufficient on the Settlement Date to cover the total amount of all Entries to be paid on such Settlement Date, we may take any of the following actions: (a) Refuse to process all Entries, in which event we shall return the data relating to such credit Entries to you, whereupon we shall have no liability to you or to any third party as a result thereof; (b) Process that portion of the credit Entries that may be covered by your available funds, which we may process in whatever order we, in our sole discretion, shall elect to process, and in doing so, we shall return the data relating to such credit Entries that are not processed, whereupon we shall have no liability to you or any third party as a result thereof; or (c) Process all credit Entries. In the event we elect to process credit Entries notwithstanding that you do not have sufficient available funds in your Account to cover such Entries, the total amount of the insufficiency advanced by us on your behalf or overdraft amount shall be immediately due and payable without further demand. If we elect to pay your account in the overdraft on any one or more occasions, it shall not be considered a waiver of any of our rights to refuse to do so at any other time nor shall it be an agreement to pay other items in the overdraft.

(t) Suspension. We may elect to suspend use of the ACH Service if you breach any obligation or covenant in this Agreement or any other agreement with us. We may also elect to suspend based on activity, such as an excessive rate of returned Entries. Excessive in this context shall mean more than one percent (1%) of the total number of Entries transmitted over a two month period.

(u) Errors. We have no obligation to discover and shall not be liable to you for your errors, including duplicate Entries. If you discover that any Entry you initiated was in error, you must notify us at once. Subject to the time limits provided by NACHA Rules, we will utilize reasonable efforts to initiate an adjusting Entry or stop payment of any "On-Us" credit Entry. In the event that you make an error or issue a duplicate Entry, you shall indemnify, defend all claims, and hold us harmless from any loss, damages, or expenses, including but not limited to attorney's fees, incurred by us as result of the error or issuance of duplicate Entries.

4. Record Retention. You are required to obtain an authorization (“Authorization Agreement”) as required by the NACHA Rules from the person or entity whose account will be debited or credited as the result of a debit or credit Entry that you initiate. You are required to retain the Authorization Agreement in original form while it is in effect and the original or a copy of each authorization for (i) the period specified by the NACHA Rules as amended from time to time, which presently is two (2) years, or (ii) any period required by applicable law, whichever is longest. Upon request, Customer shall furnish the original or a copy of the authorization to any affected Participating Depository Financial institution, as defined in the NACHA Rules. You shall implement and maintain security policies, procedures, and systems related to the initiation, processing and storage of Entries and resulting Protected Information that is designed to protect the confidentiality and integrity of Protected Information will protect against anticipated threats or hazards to the security or integrity of Protected Information, will protect against the unauthorized use of Protected Information, and will include controls on system access. The term “Protected Information” as used herein means the non-public personal information, including financial information, of a natural person used to create, or contained within, and Entry and any related document.

5. Third Party Senders. In the event you are originating Entries on behalf of third parties, such as your customers, such third parties are deemed the “Originator” and are a “Third Party Sender” under the NACHA Rules and as used herein. In addition to any other duties, responsibilities, warranties, representations and liabilities under this Agreement, with respect to any Entry initiated by you as a Third Party Sender you represent, warrant and agree to the following:

(a) Bound by Legal Requirements. You shall be bound by and shall comply with the NACHA Rules and all other applicable law for any such Entry or File that you process, and you represents and warrants that it will not transmit to Bank any Entries that violate the NACHA Rules or any applicable law, or regulations, including, without limitation, the sanctions laws, regulations, and orders administered by Office of Foreign Asset Control (“OFAC”), or laws, regulations, and orders administered the U.S. Treasury, including FinCEN, and any state laws, regulations, or orders applicable to the providers of ACH payment services.

(b) Terms Incorporated. The terms and conditions of this ACH Services Schedule shall apply to any such Entries or Files that you initiate or otherwise process as a Third Party Sender, including, without limitation, the Security Procedures and you agree to comply with and be bound by all such terms, conditions, and requirements.

(c) Identify Originators. You shall perform all of the duties and requirements as provided under the NACHA Rules and applicable law, including, but not limited to, the duty to identify Originators.

(d) Formatting. Any Entry for which you initiate will be in compliance with any formatting requirements as required by us;

(e) Assumption of Warranties. You shall assume all of the responsibilities and make all of the warranties, including, but not limited to, the responsibilities of indemnification for failure of an Originator to perform its obligations.

(f) Authority. Each person shown as the Receiver on an Entry received by us from you as a Third Party Sender has authorized the initiation of such Entry and the crediting or debiting of its account in the amount and on the date shown on such Entry and such authorization is operative at the time of transmittal or crediting or debiting by us. You further agree that if an Entry (or request for cancellation or amendment of an Entry) received by us purports to have been transmitted or authorized by you, it will be deemed effective and you shall be obligated to pay us the amount of such Entry even though the Entry (or request) was not actually authorized by you, provided we accepted the Entry in good faith and acted in compliance with the Security Procedures.

(g) Provisional Credits. You shall make payment of an Entry by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such Entry. You acknowledge and agree that if such settlement is not received, the RDFI shall be entitled to a refund from the Receiver of the amount credited and Third-Party Sender shall not be deemed to have paid the Receiver the amount of the Entry. Third-Party Sender agrees to provide notice of this Rule to the Originator.

(h) Security of Protected Information. You will implement and maintain security policies, procedures and systems related to the initiation, processing and storage of Entries or Files and to secure any non-public confidential information (the “Protected Information”) and prevent unauthorized access or disclosure thereof. For purposes herein, “Protected Information” means the non-public personal information, including financial information, of a natural person used to create, or contained within, and Entry and any related document.

(i) Cooperation. At our request, you agree to promptly provide us with a true and exact copy of any agreements between you and such Originators, all such authorizations between you and such Originators. Upon our request,

you agree to promptly provide us with such information pertaining to your financial condition as we may reasonably request. In the event of any damages for which we or you may be liable to each other or to another person pursuant to the services provided under this Agreement, you agree to cooperate in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elects to pursue. You agree to provide any documents requested by us in connection herewith and to do so promptly and no later than two (2) Business Days after request.

(j) Record Retention: In addition to the record retention requirements provided herein, you shall also retain all records of any audit of your compliance with the NACHA Rules for six (6) years and you agree to promptly provide us with copies of such information on request. You agree to retain data on file adequate to permit remaking of Entries for five (5) days following the date of their transmittal, and shall provide such data to us upon our request. Without limiting the generality of the foregoing provision, you specifically agrees to be bound by and comply with all applicable provisions of the NACHA Rules regarding the retention of documents or any record, including, without limitation, Third-Party Service Provider's responsibilities to retain all items, source documents, and records of authorization, in accordance with the NACHA Rules.

(k) Audit: You shall perform an annual audit of compliance with the NACHA Rules and promptly provide copies of same to us upon our request. We reserve the right to perform our own audit of your compliance with this Agreement and the NACHA Rules. You agree to cooperate in all respects thereto and promptly provide us with documents we reasonably request in connection with such audit.

(l) Rejection. You agree that we may reject any such Entry that is not in compliance with this Agreement, including NACHA Rules and/or applicable law. You further agree that we may refuse or prohibit your processing or attempt to process Entries for a particular source, such as your customer, for breach of this Agreement, including NACHA Rules and/or applicable law, or for any other lawful reason.

(m) Deposit Account. You agree to maintain a designated deposit account and a balance of available funds therein sufficient to cover your payment obligations as a Third Party Sender under this Agreement (the "Account"). In the event there are not sufficient funds in the Account to cover your obligations under this Agreement, you agree that we may debit the Account or any other account maintained by you with us and otherwise exercise any setoff rights as to any amount you owe without prior notice or demand.

(n) Indemnity. You agree to indemnify us and hold us harmless against any loss, liability or expense (including attorneys' fees and costs) resulting from or arising out of any breach of any of the warranties, representations, or agreements herein and as it relates to you as a Third Party Sender.

(o) Errors. If an Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted by us to the RDFI may be made by the RDFI (or by us in the case of an On-Us Entry) on the basis of the account number supplied by you, even if it identifies a person different from the named Receiver, and that your obligation to pay the amount of the Entry to us is not excused in such circumstances.

(p) Fees. You agree to pay all fees associated with serving as a Third Party Sender, including any fees required by us pursuant to the Fee Schedule and as otherwise disclosed to you.

(q) Limitation of Liability. In the performance of the services required by this Agreement, we shall be entitled to rely solely on the information, representations, and warranties provided by you, and shall not be responsible for the accuracy or completeness thereof. We shall be responsible only for performing the services expressly provided for in this Agreement, and shall be liable only for its gross negligence or willful misconduct in performing those services. We shall not be responsible for your acts or omissions (including, without limitation, the amount, accuracy, timeliness of transmittal, or authorization of any Entry) or those of any other person. We shall be liable only for your actual damages due to claims arising solely from our obligations to you. Bank shall not be liable for any claims made by any Originator in connection with any arrangement or agreement under which you transmit as a Third Party Sender. In no event shall Bank be liable for any consequential, special, incidental, punitive, or indirect loss or damage which you may incur or suffer in connection with this Agreement, whether or not the likelihood of such damages was known or contemplated and regardless of the legal or equitable theory of liability which you may assert.

6. Third Party Software and Equipment. Certain Customers may be using special equipment, services or software provided by a third party to assist it in processing large numbers of Entries ("Files"). You assume all risk and liability as to (a) any defects or malfunctions concerning such software or equipment, (b) the vendor's or manufacturer's obligations to comply

with applicable law and the NACHA Rules, and (c) obtaining any software updates. You agree that we may accept or reject any Entry of File processed, initiated, or otherwise transmitted to us by utilizing such third party software or equipment as otherwise provided herein and each such Entry or File shall be subject to the terms and conditions herein.

7. Third Party Service Providers. To the extent any third party processes or otherwise transmits Files on your behalf (a "Third Party Service Provider"), you agree (a) that Third Party Service Provider is acting as your agent in the delivery of Files to Bank, (b) to assume full responsibility and liability for any failure of Third Party Service Provider to comply with any applicable laws, rules, including the NACHA Rules, regulations, and this Agreement, (c) to ensure that the Originator will implement and maintain security policies, procedures and systems related to the initiation, processing and storage of Entries or Files and resulting Protected Information, and (d) acknowledge and agree that we may reject any such File at any time. You agree that we will not be liable for any losses, claims, expenses, or additional costs incurred by you as a result of any error by such Third Party Service Provider or a malfunction of equipment provided by such Third Party Service Provider. You hereby authorize us to accept any File submitted by the Third Party Service Provider. You hereby indemnify and hold us harmless for any losses, damages, fines, assessments, fees, costs and expenses incurred or suffered by you, us, or any other person as a result of or arising from your use of Third Party Service Provider, including fines or assessments incurred under or pursuant to the NACHA Rules or applicable law.

8. Data Security and Security Precautions and Recommended Security Procedures. In addition to, and without limiting the generality of, the Master Agreement, you agree to comply with these additional "Security Procedures" described below.

i. Limiting Access. Limiting access and securely storing ACH data used in the routing and settlement of ACH transactions is a critical data security precaution. Your ability to limit access to data can be done through commercially available software products. Access can be limited to specific programs, user IDs, or read-only or read-and-edit-only access functionality. Files can also be transmitted between ACH participants using encryption and authentication data protection methods.

ii. Encryption. Encryption is a process of scrambling data content through hardware or software in order to protect the confidentiality of a file's contents. This information should remain encrypted between all parties in any ACH network using commercially reasonable procedures and must be transmitted using security technology that is 128-bit RC4 technology (minimum standards). Files sent to us shall be encrypted.

iii. Authentication. Authentication is a process of ensuring that files and data content have not been altered between the Originator and receiving points. Like encryption, this can be done using hardware or software to ensure data integrity. You shall implement procedures to ensure files and data are authenticated.

9. Customer Representations Warranties. In addition to, and without limiting the generality of, the warranties you make in the Master Agreement, you agree that all actions by you and as contemplated by this Agreement, including the preparation, transmittal, and settlement of Entries and payment orders, comply in all material respects with this Agreement and any other related or ancillary agreement, as well as all applicable laws, rules, including the NACHA Rules, regulations, and regulatory guidelines. Further, with respect to each and every Entry you transmit, you represents and warrants to us and agrees that all Authorized User are duly authorized to engage in the transactions contemplated herein and that each person or entity shown as the Receiver on an Entry has authorized the initiation of such Entry and the crediting or debiting of its account in the amount and on the Effective Entry Date shown on such Entry and such authorization is operative at the time of transmittal or crediting or debiting by Bank as provided herein. You further warrant that Entries that you transmit to us are limited to those types of permitted credit and debit Entries as set forth herein, that you have performed your obligations under this Agreement in accordance with the NACHA Rules, all applicable laws, regulations, and orders, including, but not limited to, the sanctions laws, regulations, and orders administered by OFAC; laws, regulations, and orders administered FinCEN; and any state laws, regulations, or orders applicable to the providers of ACH payment services. Further, you specifically acknowledge that you have received notice of the rules regarding provisional payment and of the fact that, if such settlement is not received, the RDFI shall be entitled to a refund from the Receiver of the amount credited and you shall not be deemed to have paid the Receiver the amount of the Entry.

10. Same Day ACH. If the customer wishes to utilize Same Day ACH, the above sections will apply except the following:

Customer will comply with the NACHA Same Day ACH Guidelines, including, but not limited to adhering to the per transactions and aggregate per receiver or per invoice dollar limits, standard entry class and submission deadlines.

Processing Windows –

All Eligible ACH Transactions submitted with the same day effective date, will be processed as a Same Day ACH Transaction during one of the processing windows listed here.

Window 1 - ODFI Deadline of 9:30AM CST, to be received by the RDFI by 11:00AM CST, for settlement by 12:00PM CST.

Window 2 – ODFI Deadline of 1:45PM CST to be received by the RDFI by 3:00PM CST for settlement by 4:00PM CST.

Window 3 – ODFI Deadline of 3:45PM CST to be received by the RDFI by 4:30PM CST for settlement by 5:00PM CST.

Any ACH submitted after the final ODFI Deadline will be treated as standard ACH transaction.

Transaction Limits – As of 3/18/2022, the per transaction dollar limit for Same Day ACH will be \$1,000,000 or approved ACH limit, whichever is smaller.

SCHEDULE C

ACH DEBIT BLOCK AND POSITIVE PAY SERVICE

1. Introduction. This ACH Debit Block/Positive Pay Service Product Schedule sets forth the terms and conditions of the Bank's ACH Debit Block/Positive Pay Service and is considered a schedule to and a part of the Master Agreement. The terms and conditions in this Schedule shall take precedence over any conflicting terms in the Master Agreement. The term "Financial Institution" shall mean Parkway Bank & Trust Co., and any other capitalized term herein shall have the meaning assigned to such terms herein, and to the extent not defined herein, shall have the meaning assigned to it in the Master Agreement. Your use of this ACH Debit Block/Positive Pay Service and/or your signature on the Authorization Page of the Master Agreement shall constitute acceptance of this Agreement.

2. Description of ACH Debit Blocking Service; Definitions. The ACH Debit Blocking Service allows you to authorize or block Automated Clearing House ("ACH") transfers to or from your Accounts. As used herein, "ACH Transaction(s)" shall refer to certain electronic funds transfers that settle within a financial institution or between financial institutions according to specified rules and procedures (the "NACHA Rules") governed by the Federal Reserve Financial Institution and the National Automated Clearing House Association ("NACHA"). "Debit Entry" shall refer to any ACH Transaction that has the intended result of removing funds from your Account(s). "Credit Entry" shall refer to any ACH Transaction that has the intended effect of depositing funds to your Account(s). You acknowledge and agree that by instructing us to block designated ACH Entries, we shall dishonor and return all such designated ACH Entries.

3. Transmitting and Processing ACH Debit Block/Positive Pay Instructions. You shall provide ACH Debit Block/Positive Pay instructions ("Operating Instructions") to us. Amendments of the Operating Instructions shall be by such method and in such format as we shall specify. We shall process Operating Instructions received from you in accordance with the procedures and requirements set forth herein. We shall be allowed a reasonable period of time in which to process the Operating Instructions following its receipt from you. We shall not be obligated to process Operating Instructions unless all of our specified requirements and conditions have first been satisfied or waived, in our sole and absolute discretion.

4. Form of ACH Debit Block/Positive Pay Instructions. Instructions may include any one or more of the following actions:

- (a) Customer may block all ACH Debit and/or Credit Entries on its Account(s) for a specified period of time.
- (b) Customer may authorize specified ACH Debit and/or Credit Entries to post against its Account(s) and block all others.
- (c) Customer may block all ACH Debit and/or Credit Entries to its Account(s)
 - (i) greater than a specified amount,
 - (ii) from specified accounts,
 - (iii) Customer ID, and/or (iv) specified SEC Codes.
- (d) Customer may authorize specified ACH Debit and/or Credit Entries to post on a single or recurring occasion.

5. Limit of Liability. In addition to the limitation of liability provisions in the Master Agreement, you agree that:

(a) Dispute over Return of ACH Debit Entry. You acknowledge that the return of an ACH Debit Entry is subject to dispute on the part of the Sender. In the event of such a dispute, we must act according to applicable laws, regulations, and the NACHA Rules and you agree to indemnify and hold us harmless from complying with such laws, regulations and NACHA Rules.

(b) Identification of ACH Transactions to Block. ACH transactions are originated according to certain processing rules that require the use of an Originator Name and Originator Identification Number imbedded in the transaction to identify its source, and this imbedded data is a critical component of our ability to monitor for transactions that you desire to block. We shall act in good faith to process your Operating Instructions. However, if the identifying information in the transaction is inconsistent or is described inconsistently by you in Operating Instructions, we shall be held harmless for posting an ACH transaction to your account and any dispute related to such a transaction shall be between you and the Originator of the transaction.

6. Right to Suspend ACH Debit Blocking Services. Without liability to any party, and without limiting any other right or remedy available to us, we shall be entitled to cease or suspend the ACH Debit Blocking Service, in whole or in part, in our sole and absolute discretion and upon 30-days' prior written notice; provided, however, that no such notice shall be required if you

(i) breach any term of this Agreement , or any other agreement with us,

(ii) fails to properly perform your duties, obligations, and responsibilities in connection with the ACH Debit Blocking Service, or

(iii) commit any act or omission that impairs or prevents us the ability to provide the ACH Debit Blocking Service.

7. Examination of Account Statements. Nothing in this Agreement shall be construed as relieving you of your normal due diligence responsibilities regarding the examination of account statements and individual ACH Debit Transactions to detect exceptions outside the scope of the ACH Debit Blocking Service provided to you hereunder. We shall not be liable for any loss arising from your failure to (i) exercise due diligence or (ii) timely notify us of any unauthorized transactions.

8. Hold Harmless. You shall accept liability to any party and hold us harmless for any damages, losses, fines, fees, taxes, legal expenses, or actions at law arising from the return (dishonor) of any ACH Debit Transaction if such return resulted from the correct application of the your pay/return instructions.

9. Properly Payable Debit. Any ACH Debit Transaction that is paid in accordance with the ACH Debit Blocking Service shall be considered properly payable and you agree that we shall have no liability to you for paying ACH Debit Transactions in accordance with the ACH Debit Blocking Service.

10. Prohibited Transactions. Customer agrees not to use or attempt to use the ACH Debit Blocking Services (a) to engage in any illegal purpose or activity or to violate any applicable law, rule or regulation, (b) to breach any contract or agreement by which Customer is bound, (c) to engage in any internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction, or (d) to engage in any transaction or activity that is not specifically authorized and permitted by this Agreement. Customer acknowledges and agrees that Financial Institution has no obligation to monitor Customer's use of the ACH Debit Blocking Services for transactions and activity that is impermissible or prohibited under the terms of this Agreement; provided, however, that Financial Institution reserves the right to decline to execute any transaction or activity that Financial Institution believes violates the terms of this Agreement.

SCHEDULE D

CASH VAULT SERVICE

1. Introduction. With this Service, Client may have its Armored Courier deliver Client's coin, currency, and Items to a Cash Vault Facility for deposit into Client's Account. Deposits are processed in accordance with procedures established by Company, and PARKWAY BANK & TRUST CO. credits Client's Account in the verified amount of each Deposit. In addition, Company will provide Change Orders to Client as Client requests in accordance with the provisions of these T&C. In its sole discretion, PARKWAY BANK & TRUST CO. may engage a third party processor(s) to perform all or any part of the Service.

2. Definitions.

(a) "**Armored Courier**" means a company contracted independently by Client to provide transportation services (Deposit delivery and/or Change Order pick up).

(b) "**Cash Vault Customer Service**" means a group within PARKWAY BANK & TRUST CO. that handles all cash vault service related inquiries.

(c) "**Cash Vault Facility**" means each location maintained by the Company and listed in the User Guide for the Service as locations for receipt of Client's Deposits, as may be updated from time to time.

(d) "**Change Order**" means an order placed with Company by Client for coin and currency and constitutes a withdrawal from Client's Account.

(e) "**Company**" means PARKWAY BANK & TRUST CO. Bank and/or a third party processor(s) engaged by PARKWAY BANK & TRUST CO. to perform any part or all of the Service.

(f) "**Deposit**" means cash and Items delivered on Client's behalf to a Cash Vault Facility for deposit into an Account.

(g) "**Deposit Deadline**" means the time established by PARKWAY BANK & TRUST CO. in the User Guide for the Service as the deadline for receipt of Deposits on a Business Day (and which deadline may be changed from time to time by PARKWAY BANK & TRUST CO.).

(h) "**Discrepancy**" means a difference between the amount declared on the deposit ticket and the actual amount of that Deposit.

(i) "**Item**" means any check or other non-cash item submitted for deposit to the Account.

3. Delivery of Deposits by Client. Client will have its Armored Courier deliver Deposits to one or more Cash Vault Facilities to which Client and PARKWAY BANK & TRUST CO. have agreed. Client accepts full responsibility for, and all risk of loss with respect to, delivery of currency, coins and Items to and from the Cash Vault Facility by its Armored Courier. Client must provide the name of its Armored Courier and the route information to its PARKWAY BANK & TRUST CO. representative. Client must notify its PARKWAY BANK & TRUST CO. representative if it changes its Armored Courier.

4. Deposit Preparations and Deadlines. Client agrees to follow instructions and terms for Deposit preparation and deadlines as set forth in the User Guide for the Service, which may be changed by PARKWAY BANK & TRUST CO. from time to time.

5. Verification by Bank. PARKWAY BANK & TRUST CO. will be deemed to have used due care if, upon opening each deposit bag delivered to the Company, the Company uses its respective standard procedures to verify the amount of a Deposit, and, if the verifying party is PARKWAY BANK & TRUST CO., PARKWAY BANK & TRUST CO. verifies in accordance with the standard procedures in its Commercial Deposit Account Agreement. The Company's verified records including, without limitation, the total amounts of coin, currency, and Items in any Deposit, shall be presumed correct. To the extent PARKWAY BANK & TRUST CO.'s records and its third party processor's records in any way conflict or are inconsistent, PARKWAY BANK & TRUST CO.'s records shall control.

6. Crediting Deposits. Deposits received by the Company at a Cash Vault Facility on a Business Day prior to the applicable Deposit Deadline will be credited to the appropriate Account on that same Business Day. Deposits received by the Company on a Business Day after the applicable Deposit Deadline for that Business Day will be credited to the appropriate Accounts one Business Day later than such Deposits would be if they were received by the Deposit Deadline. Nonetheless, circumstances may arise that may cause crediting of Deposits to be delayed beyond the time frames described above, and, except for delays caused by PARKWAY BANK & TRUST CO.'s gross negligence or willful misconduct, PARKWAY BANK & TRUST CO. shall not be liable for any Losses to Client caused by such delays.

7. Change Orders.

(a) Payment for Change Orders: Client hereby authorizes PARKWAY BANK & TRUST CO. to debit the Account designated for the amount of each Change Order on the Business Day that the order was prepared (or anytime thereafter) and to debit any of Client's Accounts for all other monies due PARKWAY BANK & TRUST CO. arising out of PARKWAY BANK & TRUST CO.'s performance of the Service. PARKWAY BANK & TRUST CO. shall have no obligation to fill any Change Order unless there are sufficient available funds in the designated Account at least equal to the amount of the Change Order. If there are insufficient funds in the Account to cover the Change Order, PARKWAY BANK & TRUST CO., in its sole discretion, may advance funds by creating an overdraft in the designated Account. Each overdraft is subject to the terms of the Master Agreement.

(b) Security Procedures for Change Orders: PARKWAY BANK & TRUST CO. will mail or email to Client under separate cover (i) location and Client numbers, and (ii) a unique password. Client agrees that it will use these numbers and this password (collectively the "**Security Procedure**") when placing Change Orders. The Company will use this Security Procedure to verify the authenticity of Change Orders placed through means made available by PARKWAY BANK & TRUST CO. from time to time. PARKWAY BANK & TRUST CO. shall be entitled to rely upon the authenticity of any Change Order submitted using the Security Procedure and shall have no obligation to verify the identity of any person purporting to be an Authorized Representative other than through the use of the applicable Security Procedure. Client is strictly responsible for maintaining the confidentiality of the Security Procedure and for safeguarding it to prevent access by unauthorized persons. Client will make the Security Procedure available only on a need-to-know basis and only to its authorized employees and agents.

8. Discrepancies. Client understands that the deposit total listed on the deposit slip for any Deposit is provisional until verified by the Company, and that any Discrepancy identified in the verification process may be corrected by the Company, with appropriate adjustments made to amounts provisionally credited to Accounts. Client must ensure that immediately available funds are in Client's Accounts designated to cover all adjustments. The Company or PARKWAY BANK & TRUST CO. may mail or email adjustment advices in accordance with Client's instructions. Unless otherwise indicated, deposit discrepancies of \$100.00 or more will be reported by telephone to the contact designated by Client, generally within one (1) Business Day after deposit verification. By contacting Cash Vault Customer Service within 90 days of the Deposit, Client may request a copy of all supporting documentation available for the Discrepancy.

9. Foreign Currency. PARKWAY BANK & TRUST CO. may determine, from time to time in its sole discretion, whether to: (a) accept for deposit coin and currency of any particular foreign nation or checks drawn on accounts in a foreign currency ("**Foreign Deposits**"); (b) make available coin and currency of a particular foreign nation ("**Foreign Change Orders**"); and (c) limit the Cash Vault Facilities at which it will accept Foreign Deposits or make available Foreign Change Orders. Currently, PARKWAY BANK & TRUST CO. accepts only Canadian Foreign Deposits and makes available only Canadian Foreign Change Orders. Foreign currencies will be credited to or debited from the Accounts in United States dollars at PARKWAY BANK & TRUST CO.'s exchange rate in effect on the Business Day of the transaction. PARKWAY BANK & TRUST CO.'s records shall be conclusive evidence of the value of any currency exchanged.

10. Reporting of Large Currency Transactions. Client understands that PARKWAY BANK & TRUST CO. is required by federal law to report certain large currency transactions and any exemption from such reporting at any time afforded by PARKWAY BANK & TRUST CO. to Client may be withdrawn by PARKWAY BANK & TRUST CO. at any time. Client hereby authorizes PARKWAY BANK & TRUST CO. to disclose all information pertaining to its Deposits as required by applicable

Law and, except to the extent of PARKWAY BANK & TRUST CO.'s gross negligence or willful misconduct, Client agrees that PARKWAY BANK & TRUST CO. shall have no liability to Client for any Losses that Client may have suffered or incurred, either directly or indirectly, as a result of PARKWAY BANK & TRUST CO.'s good faith disclosure of such information or currency transaction reporting.

SCHEDULE E

CONTROLLED DISBURSEMENT SERVICE

1. Introduction. This Service is a check presentment service that permits Client to maintain minimum sufficient balances in the Account to pay Items presented in respect of the Account. PARKWAY BANK & TRUST CO. will advise Client of the total amount of the Items that will be presented on a Business Day for payment against the Account. Client will then fund the Account in the amount reported, which allows Client's excess funds to be used otherwise, such as for investments.

2. Reports.

(a) Daily Reports. By approximately 9:00 a.m. Central Time (CST) each Business Day, PARKWAY BANK & TRUST CO. will endeavor to make available to Client a report of the dollar amount that the Federal Reserve Bank of Chicago ("FRB"), the payment associations of which PARKWAY BANK & TRUST CO. is a member (the "**Payment Associations**") and other banks have reported as of their first presentment as the total amount of Items to be presented for payment against the Account on that Business Day. By approximately 9:00 a.m. CST each Business Day, PARKWAY BANK & TRUST CO. will endeavor to make available to Client a report of the dollar amount that the FRB, the Payment Associations and other banks have reported as of their second presentment as the total amount of all Items to be presented for payment against the Account on that Business Day. The daily reports will not include Items presented for payment over-the-counter or during the Business Day, for instance, same-day-settlement Items. If presented, such Items may be paid from the Account, possibly resulting in an overdraft. In these situations, PARKWAY BANK & TRUST CO. will not assess insufficient funds fees or interest in connection with the overdrafts if there are sufficient available funds in the Account or, if applicable, in a Concentration Account (as defined below), to pay such overdrafts at the end of the next Business Day when the Items to which the overdrafts relate will post to the Account. PARKWAY BANK & TRUST CO. may charge Client a fee for deferred posting of same-day-settlement Items and Client agrees to pay all such fees. Client understands that the reports provided through the Service may reflect Items that, for various reasons, do not actually post to the Account on the Business Day that the report is made available (e.g., checks with damaged MICR lines that require special handling). PARKWAY BANK & TRUST CO. is not responsible for any financial loss or damage of any kind which Client may incur from the inclusion of those Items in the reports.

(b) Detail Reports. If Client subscribes to detail balance reporting, by approximately 9:00a.m. CST each Business Day, PARKWAY BANK & TRUST CO. will also make a detail report available to Client specifying (i) the dollar amount, transaction code and check number (where applicable) of each Item presented for payment against the Account on that Business Day and (ii) each Item presented over-the-counter or otherwise from the prior Business Day (a "**Detail Report**").

(c) Availability of Reports. PARKWAY BANK & TRUST CO. will make all reports available to Client by the means Client selects from the options offered by PARKWAY BANK & TRUST CO. from time to time and indicated on Client Election Form. PARKWAY BANK & TRUST CO. shall use commercially reasonable efforts to make available the information within the time frames identified in these Terms & Conditions, however, does not guarantee any specific delivery time or date.

3. Stop Payment Requests. Client understands that PARKWAY BANK & TRUST CO. is unable to stop payment on Items that have already been paid before PARKWAY BANK & TRUST CO. has received and had a Reasonable Time to Act on a stop payment order. In addition, PARKWAY BANK & TRUST CO. does not have ready access to Client's older payment history for Items that may have been paid in periods prior to the two (2) months immediately preceding the date on which the stop payment order is placed. Client is responsible for:

(a) researching its own records to determine whether a check subject to a stop payment order was in fact paid in any period more than sixty (60) days prior to the date of the stop payment order;

(b) verifying whether PARKWAY BANK & TRUST CO. sent an electronic reply to an electronic stop payment order confirming PARKWAY BANK & TRUST CO.'s receipt of the stop payment order; and

(c) verifying whether a stop payment was actually placed. Client understands that certain Items appearing on Client's Detail Report, such as over-the-counter Items presented after the previous day's last report, may in fact already have been paid and may not be returnable. Consequently, PARKWAY BANK & TRUST CO. cannot warrant that every Item appearing on a report can, in fact, be stopped.

4. Funding. In accordance with Section 4(a) or (b) below, Client shall ensure that immediately available funds are available to PARKWAY BANK & TRUST CO. to pay for the total amount of Items presented to PARKWAY BANK & TRUST CO. for payment from the Account on each Business Day (the "**Presentment Amount**").

(a) Client Deposit - Client agrees that the Account will contain immediately available funds in an amount not less than the Presentment Amount by 3:00 p.m. CST each Business Day. If the aggregate available balances in the Account on any Business Day are insufficient to pay the Presentment Amount, PARKWAY BANK & TRUST CO. may, in its sole discretion: (i) withdraw funds from any other account maintained by Client with PARKWAY BANK & TRUST CO. in an amount up to the amount of such shortfall and transfer such funds to the Account; (ii) return Items for which there are not sufficient available funds to pay in full; and/or (iii) extend credit to pay all or any part of the excess. Client agrees that such credit shall constitute an overdraft subject to the provisions of the Master Agreement.

(b) Zero or Equal Balance – Client may designate that the Account shall be a zero or equal balance account linked to such other of Client's deposit account(s) with PARKWAY BANK & TRUST CO. as Client shall designate as concentration accounts ("**Concentration Accounts**"). From time to time, Client may withdraw funds from the Account by issuing a check or draft drawn on PARKWAY BANK & TRUST CO.. On the same Business Day on which PARKWAY BANK & TRUST CO. pays any Item drawn on the Account, PARKWAY BANK & TRUST CO. is hereby authorized to and shall transfer from Client's Concentration Account(s) and credit to the Account an amount equal to the amount of such Item. In the event that PARKWAY BANK & TRUST CO. receives a deposit to the Account, PARKWAY BANK & TRUST CO. shall on the same Business Day on which funds from the deposit become available for withdrawal, transfer an equal amount to the Concentration Account(s). If the aggregate available balances in the Account and the Concentration Accounts is insufficient to pay the Presentment Amount on any Business Day, PARKWAY BANK & TRUST CO. may, in its sole discretion: (i) withdraw funds from any other account maintained by Client with PARKWAY BANK & TRUST CO. in an amount up to the amount of such shortfall and transfer such funds to the Account; (ii) return Items for which there are not sufficient available funds to pay the Presentment Amount in full; and/or (iii) extend credit to pay all or any part of the shortfall, which credit shall constitute an overdraft subject to the provisions of the Master Agreement.

(c) Overdrafts - If PARKWAY BANK & TRUST CO. grants credit to Client under Sections 4(a) or (b) above, such indebtedness shall constitute an overdraft. Each overdraft is subject to the provisions of the Master Agreement. PARKWAY BANK & TRUST CO. also has the right to charge its usual overdraft fees for each Item presented in excess of Client's available funds. PARKWAY BANK & TRUST CO. may extend credit to cover an overdraft on any one or more occasions without limiting its right to refuse to extend credit on any other occasions.

4) Client's Warranty of No Improper Delays. Client hereby represents, warrants and agrees that it will not use the Service to delay payment of obligations to its customers, employees or small business customers.

5) Other Client Warranties. In addition to the representations and warranties that it makes in the Master Agreement, Client represents, warrants and agrees that (i) for so long as it uses the Service, Client will maintain a collected balance in the Account and, where any such Account is a zero or equal balance account, the Concentration Account(s) or other funding account(s) linked to the Account, which collected balance is sufficient to cover all Items and other debits payable from the Account at the times when such Items and debits post to the Account and (ii) it will refrain from engaging in business practices with respect to the Account that are not commercially reasonable or which are unlawful.

SCHEDULE F

EDI REPORTING SERVICE

1. Introduction. 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 PARKWAY BANK & TRUST CO. 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. This Service is an alternative to the ACH Special Reporting Service offered by PARKWAY BANK & TRUST CO..

2. Report Options. Client must select a standard report option as offered by PARKWAY BANK & TRUST CO. for the Service from time to time.

3. Report and File Output. The Report that is made available to Client is in “human readable format”. File output options include EDI 820 ANSI X12 standard or a proprietary flat file output. The flat file output requires a mapping and testing period. Client may designate whether to have PARKWAY BANK & TRUST CO. report all or selected SEC Codes.

4. Receipt of Report and File Output. PARKWAY BANK & TRUST CO. 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. Client may choose to have the Reports made available daily, weekly, monthly or as otherwise specified by Client and agreed by PARKWAY BANK & TRUST CO.. Non-daily Reports contain cumulative information for the period covered in the report. Reports will be made available to Client through the designated channel offered by PARKWAY BANK & TRUST CO. and selected by Client from time to time, which may include Online Banking, facsimile, mail and Direct Transmission. PARKWAY BANK & TRUST CO. may change any such offered channel at any time.

SCHEDULE G
POSITIVE PAY SERVICE

1. Introduction. This Positive Pay Product Schedule sets forth the terms and conditions of the Bank's Positive Pay product and is considered a schedule to and a part of the Master Agreement. The terms and conditions in this Schedule shall take precedence over any conflicting terms in the Master Agreement. The term "Item" as used herein shall mean any item, draft, or similar instrument defined as an item under the U.C.C. Any other capitalized term herein shall have the meaning assigned to such terms herein, and to the extent not defined herein, shall have the meaning assigned to it in the Master Agreement. Your use of the Positive Pay product and/or your signature on the Authorization Page of the Master Agreement shall constitute acceptance of this Agreement.

2. Scope of Services. Positive Pay allows you to verify if Items have been issued, cleared, voided, stopped, are stale, dormant, or inconsistent. It can be a useful tool to help avoid, identify, and/or mitigate fraud or unauthorized transactions.

3. Method and Format. To access the Positive Pay product, you are required to transmit a file containing your Item's information (the "Item Information") at least 24-hours prior to remittance of the physical Items. The Item Information must be delivered in an approved file format (the "File Formats").

4. Pre-approval. Prior to use, you must send us a sample of your file so we can map it into our system.

5. Payment of Items. Except for properly submitted stop payment requests and received by us prior to check clearing, we have the full authority to pay all cleared Items that match the Item Information you have provided to us.

6. Exception Reports. You will be able to obtain and view exception reports ("Exception Reports") via our Business Online Banking system. Exception Reports will list Items that have cleared your Account, but did not match the Item Information. You acknowledge that we are not responsible for detecting your errors or errors contained in any Exception Report.

7. Payment Instructions. You are required to provide us with payment instructions as to those Items on the Exception Report, which instructions must be received by us no later than 12:30 PM CST each Business Day. If you should fail to provide us with payment instructions by such deadline, you authorize us to return the Item(s). You acknowledge and agree that the default payment instruction shall be to return the Item appearing on the Exception Report, though we reserve the right to return any Item appearing on an Exception Report.

8. Items Presented At Teller Window. Items presented at a teller window will be compared to the file you have previously submitted. In the event of a discrepancy, we will make a reasonable effort to contact you to discuss this Item. In the event we are unsuccessful in reaching you, we reserve the right to refuse to negotiate the check.

9. Charges. We reserve the right to charge your Account for any Items that we need to manually enter into connection with the Positive Pay Product.

10. Limitation of Liability. Without limiting the generality of, and in addition to, the limitation of liability provisions in the Master Agreement, we will not be held liable for, and you agree to hold us harmless from any losses you sustain from,

- (a) the failure of our systems to identify a check as an Exception Item as a result of payee name variances,
- (b) your breach of any provision of this Agreement or the Master Agreement,
- (c) your failure to adhere to the Security Procedures, or any other procedures or guidelines herein or so provided to you or required by us, or

(d) the payment of any Item to which you have failed to timely provide us with payment instructions thereon.

11. U.C.C. Liability. To the extent applicable, the liability provisions of U.C.C. Articles 3 and 4 shall govern this Agreement, except as modified below.

(a) Wrongful Honor. It shall constitute wrongful honor by us if we pay an Item listed in an Exception Report (an "Exception Item") in which the Customer had timely and properly instructed the Bank to return said Exception Item. In the event that there is wrongful honor, we shall be liable to you for the lesser of the amount of the wrongfully paid Exception Item or your actual damages resulting from our payment of the Exception Item. We waive any right to assert that you are liable for the amount of the wrongfully honored Exception Item on the grounds that the Exception Item was properly payable under U.C.C. section 4-401. We retain the right to assert your failure to exercise reasonable care under U.C.C. sections 3-406(a) and 4-406(c). Our wrongful honor shall constitute our failure to have exercised ordinary care under the loss allocation provisions of U.C.C. sections 3-406(b) and 4-406(e). We retain the right to assert the defense that you have sustained no actual damages because our honor of the Exception Item discharged for value an indebtedness of the Customer.

(b) Wrongful Dishonor. Except as provided below, it shall constitute wrongful dishonor if we dishonor an Exception Item that you had timely and properly instructed us to pay such Exception Item. In that event, our liability for wrongful dishonor shall be limited to the damages for wrongful dishonor recoverable under U.C.C. Articles 3 and 4. Notwithstanding, we shall have no liability to you for wrongful dishonor when we, acting in good faith, returned an Exception Item:

- (i) that it reasonably believed was not properly payable;
- (ii) if there are insufficient Available Funds on deposit in the Account; or
- (iii) if required to do so by the service of legal process on the Bank or the instructions of regulatory or government authorities or courts.

(c) Rightful Payment and Dishonor. Except as provided in Section "Faulty Information" below:

- i. If we honor an Exception Item in accordance herewith, such honor shall be rightful, and you waive any right you may have to assert that the Exception Item was not properly payable under U.C.C. section 4-401.
- ii. If we dishonor an Exception Item in accordance herewith, the dishonor shall be rightful, and you waive any right you may have to assert that the dishonor was wrongful under U.C.C. section 4-402.
- iii. You agree that the Bank exercises ordinary care whenever it rightfully pays or returns an Exception Item consistent with the provisions of the Agreement.
- iv. Each Item you have authorized us to pay in accordance with this Positive Pay Product will be paid without Bank performing its customary (or any other) check verification procedures, and we will have no liability whatsoever for paying the check if its serial number or amount is altered, or if it is counterfeit, bears a forged or unauthorized signature or was otherwise not validly issued.

12. Indemnification. In addition to the indemnification obligations contained in the Master Agreement, you agree to indemnify us from any losses or liabilities you or anyone may suffer or incur as a result of your payment of an Item at your instruction or your instruction to not pay an Item. You agree to release and forever discharge Bank, and its parent, subsidiaries, affiliates, successors, officers, directors, employees and agents, from any and all manner of action or actions, suits, claims, damages, judgments, levies, executions, expenses, costs, interest, attorneys' fees and legal expenses, whether known or unknown, liquidated or not liquidated, fixed, contingent, direct or indirect, which you have, or ever can, may or shall have or claim to have against Bank regarding or relating to the return or payment of any Item pursuant to provisions of this Agreement.

13. Faulty Information. We shall be liable for any losses, other than consequential damages, proximately caused by its honor of an Item that was not properly payable, or its dishonor of an Item that was properly payable, if the honor or dishonor occurred because we, in accordance herewith (a) should have shown the Item on an Exception Report but failed to do so; or (b) showed the Item on an Exception Report but referenced the wrong check number, unless we provided you with timely information that disclosed the error.

14. Assignment. To the extent that you suffer a loss under this Agreement, we assigns to you any claim that we would have against a depository or collecting bank to recover the loss, including any claim of breach of warranty under U.C.C. sections 4-207, 4- 208, and 4-209

SCHEDULE H

REMOTE DEPOSIT CAPTURE SERVICE

1. Overview. The following sets forth the terms and conditions governing the Bank's Remote Deposit Capture Service (the "RDC Service") and is considered a schedule to and a part of the Master Agreement. The terms and conditions in this RDC Service Agreement shall take precedence over any conflicting terms in the Master Agreement. The RDC Service allows you to remotely make deposits to your Accounts by scanning Items using a Scanning Device and delivering the images and information to us or our processor (a "Processor"). For purposes herein, the terms "we," "Bank" and "Processor" may be used interchangeably when used in relation to any services performed by a Processor on behalf of Bank. The term "Item" as used herein shall mean any Item, draft, or similar instrument defined as an item under the U.C.C. Any other capitalized term herein shall have the meaning assigned to such terms herein, and to the extent not defined herein, shall have the meaning assigned to it in the Master Agreement. Your use of the RDC Service and/or Customer's signature on the Authorization Page of the Master Agreement shall constitute acceptance of this RDC Agreement.

2. Use of the RDC Service.

(a) Scanning Device, Hardware, and Software. In connection with the RDC Service, you will have to purchase a scanner or other electronic device used to capture images of Items ("Scanning Device") and or other related equipment, hardware, and/or software (collectively, the "Equipment"). You will be responsible for all costs and expenses related to the Equipment, including any lease obligations. You will be required to use the Equipment in conjunction with your own computer. You will be required to utilize certain software and your computer or other hardware will be required to meet certain technical requirements. You will be required to provide your own access to the internet. All right, title and interest in and to any Equipment, as well as any instructions, user guides, or other documentation delivered or provided to you in connection with the RDC Service, shall remain the property of Bank or the third party vendor supplying such Equipment or information. Unless otherwise expressly authorized, Customer may not copy, reproduce, transmit, retransmit, disseminate, display, publish, sell, broadcast, circulate, distribute, transfer, assign, commercially exploit the Documentation.

(b) Information and Capture Requirements. To qualify for deposit, the Scanning Device must capture (i) an image of the front and back of each Item to be deposited (each an "Image" and, if more than one, "Images"), (ii) the magnetic ink character recognition ("MICR") line on each Item, (c) the amount, (iv) payee, (v) signature of the drawer, (vi) date, (vii) check number, and (viii) name of drawer and paying bank, (together, the Image, MICR information, and other such information required herein is the "File"). Subject to compliance with the Procedures and this Agreement, upon receipt of the File, we will provisionally credit your applicable Account(s) for the amount of the deposit(s) and process the File for deposit. Notwithstanding the fact that we have accepted a File for deposit, any credit made to your Account shall be provisional, and subject to correction and adjustment, including, without limitation, due to any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against, Bank, which you will be liable for such losses and claims.

(c) Endorsement. When Items are scanned, our software will automatically place a virtual endorsement on the Item. We recommend that you physically endorse each Item prior to scanning, as well as stamp the front of the item after scanning saying it was "electronically deposited."

(d) Items Deposited. Any Item that you deposit using the RDC Service must be (i) properly payable to you, (ii) acceptable to Bank for deposit into your Account(s) in accordance with the Account Agreement, and (iii) an "item" as that term is defined by Federal Reserve Board Regulation CC ("Reg CC") 4-104 of the U.C.C. Money Orders may be considered Eligible Items.

(e) Illegible Money Orders. Money orders are considered Eligible Items; however some money order types are defined as not legible because the checks are embossed at printing and the numeric and written amount may not

be a legible image when scanned. Contact your representative for further information if you experience any issues with money orders.

(f) No Third Party Checks. You are prohibited from remotely depositing items made payable to a party other than to the owner of the Account.

(g) Non-Affiliates. Customers that seek to process transactions for a “Non-Affiliate,” which is defined as an entity to which Customer, including Customer’s shareholders, officers, or directors, has no ownership interest in such entity and no officer of Customer is an officer of the Non-Affiliate entity, must be pre-approved and are subject to the Non-Affiliate Agreement Addendum. To the extent Customer requests to process transactions for any such Non-Affiliate, Customer represents and warrants that it is authorized to open and transact banking activities on behalf of the Non-Affiliate and any transactions performed in such capacity or conducted on any Non-Affiliate Account shall be subject to the terms and conditions of the Master Agreement and this Schedule.

(h) Master Accounts. Customers that have a Master Account as per a Master Signature Card and have the authority to establish subaccounts shall be subject to the Master Account Agreement Addendum.

(i) Prohibited Items. You agree not to remotely deposit any Item that:

(i) is not payable to you,

(ii) is prohibited by the Procedures,

(iii) would cause the violation of any law, rule or regulation,

(iv) you know or believe is fraudulent or otherwise not authorized,

(v) has been previously returned unpaid;

(vi) is postdated;

(vii) is more than 6-months old;

(viii) is payable to “Cash”;

(ix) is drawn on a financial institution that is located outside of the United States or Territories of the United States,

(x) an Image Replacement Documents (“IRD”), or

(xi) is not compliant with this Agreement.

(j) Rejected Items. If Item information received by us is not complete or cannot be processed by us for any reason, we may either:

(i) reject the Item, notwithstanding any transmission confirmation, and charge the amount back against any provisional credit to your Account, or

(ii) elect to correct the error and accept and process the corrected File (a “Corrected File”), which, as a form of correction, we may credit your Account for the full amount of the deposit and make any necessary adjustments to the Account to correct the error. We have no obligation to notify you of the rejection of a File or the Images or other information contained therein. We shall have no liability to you for the rejection of a File or failure to notify you.

(k) Returned Items. If Images of Items deposited by you are dishonored or otherwise returned unpaid by the drawee bank, or are returned by a clearing agent for any reason, including, but not limited to, issues relating to the quality of the Image, the original Item will not be returned, and we may charge back an Image of the Item to your Account. The Image may be in the form of an electronic or paper reproduction of the original Item or a substitute Item. Unless otherwise instructed by us, you agree not to deposit the original Item if an Image or other debit as previously described is charged back to you.

(l) Exceptions and Discrepancies.

i. Detected By Bank. We will process the Items according to the amount entered by you, if applicable, or by the numeric amount shown. If the numeric amount is unclear or does not match the written amount, we will

process the Item according to the written amount, and we may correct the amount entered by you by adjusting your account if there are discrepancies. If the Item is ambiguous, we reserve the right to return the check as an exception. Items made payable to Customer or any reasonable derivation thereof may be acceptable for deposit. If an Item does not have the necessary information to be processed, then we reserve the right to treat the Item as an exception. If an Item is treated as an exception, we may return it to you, and not accept it for deposit. If an Item is returned for any reason, we will notify you. If we discover that the legal amount of an Item is different than the amount that has been credited to your Account, you authorize us to make the necessary adjustment to your Account to correct the discrepancy, without notice or prior approval necessary.

ii. Detected by Customer. You shall promptly notify us in writing of any error, unauthorized transaction, or discrepancy. You agree to provide us with any information we may reasonably request in connection therewith. In no event shall we be obligated to make any correction or otherwise resolve any error, discrepancy, or other unauthorized transaction if you should fail to notify us within the periods set forth in the Master Agreement.

(m) Receipt of File. You agree that we shall not be liable or obligated to process a File and/or Item(s) that are not received by us, including those that are intercepted or altered by an unauthorized third party.

(n) Daily Deposit Limits. As part of your application for use of the RDC Service, and our approval of same, we will agree to certain limits as to the amounts you may deposit using the RDC Service (the "Daily Deposit Limit"). The total dollar value of the Files sent on any day shall not exceed the Daily Deposit Limit. If the total dollar value of the Files sent on any day exceeds the Daily Deposit Limit, we may, at our option, elect to accept or reject the File. We reserve the right to change the Daily Deposit Limit at any time upon notice to you, which shall be effective immediately.

(o) Cutoff Times. To be eligible for processing on the day transmitted, Files must be received by us prior to 6:00 PM CST on a Business Day (the "Cutoff Time"). Files received after the Cutoff time may be deemed received on the next Business Day.

(p) Collection of Items. We shall determine, in our sole discretion, the manner in which Images shall be presented for payment to the drawee bank. Likewise, we shall select, in our sole discretion, the clearing agents used to collect and present the Images and our selection of the clearing agents shall be considered to have been designated by you. We shall not be liable for the negligence of any clearing agent. Collection of Items is also subject to applicable law, rules, and regulations and the terms of the Deposit Account Agreement.

(q) Intermediaries. We may act on any communication and provide the RDC Service using any payment system, third party processor or vendor, or other intermediary organization we reasonably select. Our performance of the RDC Service is subject to the rules and regulations of any such system or organization. We shall have no obligation to disclose arrangements with third parties to you or obtain your prior consent. You authorize the transfer of information relating to you to such third parties or agents of Bank or Customer for use in connection with the RDC Service or as required by law.

(r) Information Requests. You agree to cooperate with any request from us related to the RDC Service, including our requests for financial information or documents. You agree that we may from time to time request information and reports about you from credit bureaus and similar reporting agencies.

(s) Reconciliation. To ensure accuracy, you shall balance the deposit dollar amount of each File to the sum of the Items prior to transmitting the File. If you do not receive a transmission receipt for each File, please contact us or use our online service to confirm our receipt of your File.

(t) Archiving and Retention of Original Items. You are required to securely store all original Items for a period of seventy (70) days after transmission date (the "Retention Period"). It is recommended that you store Items in a locked area, such as file cabinet or file room. During the Retention Period, you shall take appropriate security measures to ensure that:

- (i) only authorized personnel shall have access to original Items,
- (ii) the information contained on such Items shall not be disclosed,
- (iii) such Items will not be duplicated or scanned more than once and

(iv) such Items will not be deposited or negotiated in any form. You are also required to implement proper security procedures and internal controls to ensure the confidentiality of any information that is considered to be non-public personal information, such as information on Original Items. The Bank will retain electronic storage of any deposited Items for seven (7) years through a separate system. It is recommended that Customer sign up for access.

(u) Destruction of Original Items. You shall destroy original Items upon the expiration of the Retention Period using commercially reasonable methods of destruction, which we reserve the right to approve.

(v) Contingency Plan. You understand that from time to time, due to circumstances out of our control, you may be unable to capture, balance, process, produce or transmit a File to us, or otherwise comply with the terms hereof, due to communications, equipment or software outages, interruptions or failures. You acknowledge and agree that you may deposit such Items in other ways, such as visiting a local branch office. You acknowledge and agree that we shall not be liable to you for any loss or damage you sustain as the result of your inability to use the RDC Service. The deposit of original Items at an office of Bank shall be governed by the terms and conditions of the Deposit Agreement and not by the terms of this Agreement.

2. Acknowledgement of Risk. You acknowledge and understand that use of the RDC Service involves risk and Customer may suffer losses or liability due to failure to adhere to the Security Procedures or misuse of the RDC Service by an employee or other agent of Customer.

3. Training. We reserve the right to require you or your employees to participate in certain training, including, without limitation, during setup and installation. Additional training is available upon request and or as deemed necessary by us. In the event you have staffing or user changes, we recommend and reserve the right to require additional training. Training will include, among other things, installation, awareness of security and fraud issues, deposit procedures, equipment and contingency plans.

4. Customer Warranties. In addition to the warranties in the Master Agreement, you represent, warrant and covenant that:

(i) you shall only deposit Items that are authorized by this Agreement and the Deposit Agreement;

(ii) you will not take any action that would obscure, alter or impair the capture or transmission of information on the front or back of the Item or that otherwise may prevent us or another institution from capturing or processing such information;

(iii) each Image transmitted contains a true and correct representation of the front and the back of each Item, and of the data contained on the MICR line, and each such Image has not been modified or altered;

(iv) you will not create, transmit, or attempt to deposit a duplicate Image of any Item or negotiate the original of any Item of which an Image was created;

(v) no subsequent transferee, including but not limited to Bank, a collecting or returning bank, drawer, drawee, payee or endorser, will be asked to pay the original Item from which an Image was created or a duplication (whether paper or electronic, including ACH entries) of such Item;

(vi) no subsequent transferees of the Item(s), including but not limited to Bank, a collecting or returning bank, drawer, drawee, payee or endorser, shall sustain a loss as the result of the fact that the Image was presented for payment or returned instead of the original Item;

(vii) all information provided by you is true, complete and accurate and properly reflects the business, financial condition and principal partners, owners or officers, of Customer;

(viii) there is no action, suit or proceeding pending or, to your knowledge, threatened which, if decided adversely, would impair your ability to carry on its business substantially as now conducted or which would adversely affect your financial condition or operations. You are solvent and you will maintain sufficient funds in your account(s);

(ix) you are not a consumer and the RDC Service shall be used for business purposes only;

(x) the persons(s) signing any Agreement with the Bank is duly authorized.;

(xi) you will not use the Equipment for any unlawful purpose or to process Items through other financial institutions;

(xii) you will not perform or allow others to perform alterations or repairs to the Equipment without our written consent; and

(xiii) you will not attempt to bypass or disable any security feature of the Equipment.

5. Leasing; Third Party Equipment; Maintenance.

(a) Leasing. If you lease any equipment from us, the terms governing such lease are set forth in the Remote Deposit Capture Scanner Lease Agreement Schedule, which is attached hereto and made a part hereof.

(b) Return of Equipment Following Termination. Following termination, you agree to promptly, and at your expense, return any leased equipment to us. The nearest bank location is considered an acceptable place to return any Equipment. If any leased Equipment has been lost, misplaced, stolen, destroyed, or damaged, we reserve the right to immediately deduct the cost of such equipment or repair thereof, from any of your accounts, as equal payment. You are not expected to return any Equipment purchased from us

(c) Services from Others. You may be using special equipment, services or software provided by a third party to assist you in processing Items and Files hereunder ("Third Party"). You (i) agree that any Third Party is acting as your agent in the delivery of Items and Files to us, and (ii) agree to assume full responsibility and liability for any failure of that Third Party to comply with the laws, NACHA Rules or this Agreement. We will not be liable for any losses or additional costs incurred by you as a result of any error by a Third Party or a malfunction of equipment provided by a Third Party. You agree to provide at least 10 days advance written notice to us in the event you wish to use any such Third Party. You are solely responsible for any such Third Party's compliance with the requirements of this Agreement or in any software updates. We shall not have any responsibility for any Item or File handled by a Third Party until that point in time when we accept and approve an Item or File from such Third Party for processing.

(d) Equipment Maintenance. Unless otherwise agreed between us, you shall be ultimately responsible for obtaining and properly maintaining your equipment and system requirements. We shall not be liable to Customer, in any manner whatsoever, for any type of errors, losses, damages or other claims related to Customer's failure to do so.

SCHEDULE I

BUSINESS MOBILE BANKING SERVICE

1. Overview. This Business Mobile Banking Agreement (the "Agreement") sets forth the terms and conditions with respect to the Bank's Mobile Commercial Banking Services and the related products, including an application that may be used on a mobile, handheld, or tablet device to access such products and services and perform the transactions described herein (the "Mobile App") (collectively, with the Mobile App, the "Mobile Products") and is considered a supplementary to, and a part of, the suite of agreements between you and Bank concerning your use of the Bank's online banking products and services, including, without limitation, the Online Banking Agreement and the Treasury Management Services Master Agreement ("Master Agreement"), or any prior or derivation thereof, including from any predecessor institution to Bank, and including any schedules and exhibits thereto (collectively, the "Agreement"), which govern your use of those certain Parkway Bank Online Banking products and services (the "Products") provided by Bank. The terms and conditions in this Mobile Agreement shall take precedence over any conflicting terms in the Online Banking Agreement. Any capitalized term herein shall have the meaning assigned to such terms herein, and to the extent not defined herein, shall have the meaning assigned to it in the Agreement, as the case may be. You acknowledge and agree that by using the Mobile Products and/or the App, that you have read, understand, agree to these terms and conditions. You further acknowledge and understand that you may also signify your agreement to these terms and conditions through electronic means, including, without limitation, by clicking "accept" in the App or through any online banking platform with the Bank. Bank reserves the right to require you to sign a document, including, without limitation, the Master Agreement, to further evidence your agreement to these terms, but you agree that no such physical signature shall be required to bind you to these terms. A copy of any of the Parkway Bank Online Banking Agreements may be obtained by contacting your local branch or calling us at (708) 867-2593. The terms "you" or "your" refer to the Customer. This Agreement concerns the end user terms and is a legal agreement between you and Bank. You acknowledge and understand that the Mobile App or other Mobile This Agreement is in addition to and separate from any agreement, or governing terms and conditions, between you and the Licensor.

2. Description. The Mobile Business Products allow you to view your Accounts and perform certain banking transactions through the Mobile App such as Mobile Deposit and Positive Pay decisioning of exception items. The Mobile App is provided by a third party vendor. Your authorization and the Mobile Products to which you are enrolled are determined by the authorizations granted to you by Bank, including, without limitation under the Master Agreement or such other documents governing your use and authorizations with respect to the Products.

3. Enrollment. You may download the Mobile App to your device. We reserve the right to limit access to the Mobile App and/or establish additional eligibility criteria or change current criteria at any time without prior notice.

4. Mobile Telephone Number. You must provide us with a valid telephone number for text messaging services. Receipt of account information through text messaging may be delayed or impacted by factors pertaining to your phone carrier or other parties.

5. Use. You must be enrolled in the Parkway Bank Online Banking platform in order to utilize the business mobile banking product. You may use Mobile Products to conduct most transactions you may conduct using the Parkway Bank Online Banking platform.

6. Security. We will never ask you for your password. You shall keep your User ID and password secret and prevent unauthorized access to your accounts. You should never share your login credentials with anyone. You shall ensure that your device is not compromised and you shall not leave your device unattended while logged into Mobile Banking. You shall log off immediately at the conclusion of your use of Mobile Banking.

7. Fees. You agree to pay the fees established by the Bank and disclosed to you in a separate fee schedule associated with its business mobile banking services. In addition, you are responsible for any fees or charges associated with use of your mobile device, including any usage, data, or messaging fees, charged to you by your wireless carrier or any other third party.

8. Confidentiality. You understand that text messages may contain personal information, such as your account balance, and you agree to accept responsibility for protecting your information from disclosure to unauthorized third parties.

9. Other Terms. All other terms of the Agreement are hereby incorporated herein by this reference as if fully set forth herein. To the extent of any inconsistency or conflict with any provisions contained in such Agreement as they relate to each other, the provisions (or any portion thereof) that, in the sole judgment of Bank provide for the greatest protection or otherwise operates in the best interest of Bank shall govern.

SCHEDULE J

SWEEP ACCOUNT SERVICE

1. Introduction. This Service permits Client to maintain a commercial checking account with a zero balance into which funds may be transferred from linked accounts designated by Client in order to cover Debits presented for payment against the zero balance account or allows excess/deficit balances to sweep from/to a Line of Credit or Managed Investment Account.

2. Zero Balance Accounts; Parent Accounts; Ultimate Parent Account. Client will identify one or more of the Accounts on the Client Election Form as Zero Balance Accounts or sweep accounts. Subject to the terms and conditions in these Terms & Conditions, PARKWAY BANK & TRUST CO. will transfer available funds into or out of each Zero Balance Account with the intent that the balance in the Zero Balance Account at the close of each posting day will be the Target Balance selected by Client on the Client Election Form (the “**Target Balance**”). If Client fails to specify a Target Balance for a Zero Balance Account, the Target Balance for the Account shall be zero dollars. Each Zero Balance Account will be linked to one or more Parent Accounts

(a) from which available funds will be transferred to the Zero Balance Account to which it is linked (i) to cover Debits from the Zero Balance Account to the extent of available funds and (ii) to bring the balance in the Zero Balance Account to the Target Balance; and

(b) to which any available funds in excess of the Target Balance of the linked Zero Balance Account will be transferred at the close of each posting day. A Parent Account may be linked to multiple Zero Balance Accounts and may, itself, be a Zero Balance Account linked to another Parent Account (a “**chain**”). If a Parent Account is not a Zero Balance Account, it is also an “**Ultimate Parent Account**”. All Parent Accounts, including the Ultimate Parent Account, that are linked to one or more Zero Balance Accounts are collectively referred to herein as the “**Parent Accounts**.”

3. Debits from Zero Balance Accounts. When a Zero Balance Account does not have sufficient available funds to cover any Debits from the Account, PARKWAY BANK & TRUST CO. will automatically transfer to the Account available funds in the chain of Parent Accounts to which the Zero Balance Account is linked in an amount sufficient to pay the Debits. If there are insufficient available funds in the chain of Parent Accounts to pay any such Debits, PARKWAY BANK & TRUST CO. reserves the right, in its sole discretion, to pay or return any Debits. If PARKWAY BANK & TRUST CO. pays any Debit that overdraws a Zero Balance Account (because of the lack of sufficient available funds in the linked Parent Accounts to cover the Debit), the payment of the Debit will result in an overdraft. Each overdraft will be subject to the terms of the Master Agreement.

4. Restoration of Target Balance. If, after payment of all Debits from a Zero Balance Account, the available funds in the Zero Balance Account are less than the Account’s Target Balance, PARKWAY BANK & TRUST CO. will automatically transfer to the Account any available funds in the linked Parent Accounts in an amount sufficient to bring the Zero Balance Account to its Target Balance. If there are insufficient available funds in the Parent Accounts to restore the Zero Balance Account’s Target Balance, PARKWAY BANK & TRUST CO. reserves the right, in its sole discretion, to advance funds to restore the Account’s Target Balance, and, any such advance of funds will result in an Overdraft Loan.

5. Funds in Excess of Target Balance. At the close of each posting day, PARKWAY BANK & TRUST CO. will automatically transfer to a linked Parent Account any available funds in a Zero Balance Account that are in excess of the Zero Balance Account’s Target Balance.

6. Multiple Zero Balance Accounts. If more than one Zero Balance Account is linked to a Parent Account or a chain of Parent Accounts as described above in Section 1, PARKWAY BANK & TRUST CO. will transfer available funds from the Parent Accounts to cover Debits from all linked Zero Balance Accounts prior to making transfers from the Parent Accounts to restore the Target Balance in the Zero Balance Accounts. If there are insufficient available funds in the Parent Accounts to cover all Debits from all linked Zero Balance Accounts, PARKWAY BANK & TRUST CO. reserves the right, in its sole discretion, to (a) pay or return any Debits, and (b) advance funds to restore the Target Balance of any one or more of the Zero Balance Accounts. Any advance of funds will result in an Overdraft Loan.

7. Managed Investment Sweep. Businesses, corporations, commercial depositors, public funds, and not-for-profit organizations are permitted. Company hereby authorizes Bank to transfer funds pursuant to the Enrollment Form. The transfers are subject to funds being available for withdrawal in the Commercial Account and Managed Investment Account ("MIA"). Company agrees that its funds in the Commercial Account and MIA may also be withdrawn at any time in any amount:

- (a) as required or authorized under the deposit account agreement;
- (b) to satisfy any law, rule, or regulation applicable to Company, Company's funds, or any account;
- (c) to satisfy any overdraft or other amount owed Bank under this Agreement or otherwise; or
- (d) as otherwise authorized by law, rule, or regulation applicable to Bank.

Only collected, Available Funds in the Commercial Account may be calculated for this sweep. Bank is not obligated to satisfy any transfer using funds of Bank or otherwise to extend or grant credit (including intra-day credit) to accomplish any transfer request or order under this Agreement. Company will receive a variable money market rate of interest on its funds in the MIA. At the discretion of Bank, this interest rate may fluctuate as often as daily.

8. Line of Credit Sweep. The Company authorizes Bank to determine, on a daily basis, based on clearing items for that day, the balance of, and the amount available under, the Company's revolving line of credit provided to Company by Bank ("Revolving Line of Credit" or "Line of Credit"). The Company further authorizes, Bank, on a daily basis, to the extent available to:

- (a) apply funds in Company's demand deposit account maintained at Bank and designated by Company as its "DDA Account" to reduce the outstanding principal balance of the Line of Credit; or
- (b) automatically draw funds under the Line of Credit, if available, and deposit those funds into the DDA Account if necessary to fund disbursements and maintain the Target Balance from the DDA Account on that day.
- (c) All transactions related to Line of Credit Sweep Services will appear on Company's Line of Credit and deposit statements.
- (d) Line of Credit Sweep Service is subject to the terms and conditions of the Company's lending agreement and credit approval.

9. Termination. In addition to the parties' rights of termination in the Master Agreement, this Service may be terminated at any time by either party upon five (5) Business Days' notice to the other party.

10. Miscellaneous. Any holds (i.e., restraints on payment of funds) applicable to a Zero Balance Account will be applied to the Parent Accounts to which the Account is linked.

11. Conflict. In the event of a conflict between any provision of these Terms & Conditions and the provisions of the Master Agreement, the provisions of the Master Agreement will control.

SCHEDULE K

WIRE TRANSFER SERVICES

1. Introduction. This section contains the terms and conditions related to the Wire Transfer of Funds (“Wire Transfer Service”). Bank, in its sole discretion, may not permit Company to use the Wire Transfer 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.

In accordance with procedures established from time to time between the Company and the Bank, both parties agree that all “Funds Transfers,” as defined in Section 4A-104 of Article 4A of the UCC (hereafter cited as Sections thereof) will be processed in accordance with the terms and conditions listed below. This Section Six will not apply to transfers which are covered under Consumer Financial Protection Bureau Regulation E, and the Electronic Fund Transfer Act of 1978.

2. Procedures and Conditions. Company agrees to strictly follow all procedures and conditions established for Internet Services and initiation of wire transfers via Internet Services, which may be issued from time to time by Bank and any amendments thereto including, without limitation, all procedures and conditions set forth in this Agreement. Company acknowledges and agrees that Company has sole responsibility for the security of the Identification Codes, Passwords, Security Devices, Security Procedures utilized by the Administrator and all Users.

3. Cutoff Times. To be eligible for processing on the day transmitted, wire transfers must be received by 2:30PM (CST) on a Business Day.

4. Authority to Transfer Funds. Company authorizes Bank to accept or execute any Payment Order as that term is defined in UCC Article 4A Section 4A-103(a)(1) (“Wire Transfer”) and charge the applicable Authorized Account, without limitation as to amount, when such request is received via Internet Services in accordance with the Security Procedures or other method authorized by Bank. Company acknowledges and agrees that such Wire Transfer will be conclusively presumed to be a proper transfer authorization by Company; and that Bank shall have no responsibility for the accuracy, legitimacy or completeness of the data received from Company.

Without limitation on the foregoing, Company specifically authorizes Bank to do the following:

- a) Transfer funds from a Company account(s) with Bank to any other Company account(s), whether such account(s) is/are with Bank or other institution(s); and
- b) Transfer funds from a Company account(s) with Bank to any account(s) of a third party, whether such third party account(s) is/are with Bank or other institution(s).

5. Telephone or Fax Wire Transfers. Issuance of a Wire Transfer by any means other than through the Internet Service is a rejection by Company of the Security Procedure offered by Bank to Company and constitutes Company’s selection of a Security Procedure chosen by Company. Company hereby expressly agrees to be bound by any Wire Transfer, whether or not authorized, issued in its name and accepted by Bank in compliance with the Security Procedure chosen by Company. Any Company Authorized Representative shall be authorized to select this Service and designate on any Wire Authorization Form one or more Users as the sole representatives of Company authorized to transmit and verify funds transfer instructions hereunder on behalf of Company that are not issued via the Internet Service, and shall indicate on such Form the functions that each is authorized to conduct on behalf of Company. Designation of Security Procedures may be altered or revoked from time to time upon written notice to the Bank by any Company Authorized Representative, provided that the Bank may in its sole discretion act upon verbal notice of revocation which the Bank reasonably believes to be from any Company Authorized Representative, which revocation shall later be confirmed in writing by a Company Authorized Representative. Bank shall be entitled to deem any person having knowledge of any security codes required in order to initiate funds transfer

instructions under this Service Agreement to be a User. Company may establish dollar limits and limits on daily number of Wire Transfers for Users. The Bank will electronically record all telephonic wire transfer instructions initiated by the Customer and received by the Bank and retain such recordings for a reasonable length of time as the Bank deems appropriate.

6. Wire Transfer Procedures. Bank is hereby authorized to honor, execute and accept each and every Wire Transfer received by it in the name of the Company as sender and initiated by an Administrator or User via Internet Services. If Bank elects to accept a Wire Transfer issued by Company, Bank shall use reasonable efforts to comply with the Wire Transfer in paying the proceeds to the beneficiary, if Bank is also the beneficiary's bank, or in executing the Wire Transfer if Bank is not also the beneficiary's bank. Company shall issue the Wire Transfer to Bank in a timely manner sufficient to allow Bank to ensure that payment is made to the beneficiary on the payment date. Bank shall be entitled to deem any person having knowledge of any Security Procedures required in order to initiate Wire Transfers under this Agreement to be a User. Bank may, in all cases, rely on and accept Wire Transfers issued on behalf of Company by any individual(s) authorized by Company indicated on the Wire Transfer Setup Form.

7. Security Procedures. In addition to, and without limiting the generality of, the Security Procedure provisions of Section 12 in the Terms & Conditions of this Agreement, Company shall comply with any additional Security Procedures required by Bank and communicated to Company, and Company acknowledges and agrees that the Security Procedures, including any Security Devices used in connection therewith, constitute commercially reasonable security procedures under applicable law for the initiation of Wire Transfers. Bank strongly recommends dual control procedures for all Wire Transfer Services. If Company wishes to use Wire Transfer Services without dual control, Bank will process such Wire Services only on condition that Company assumes all liability related to the risk from lack of dual control.

8. Settlement. The Bank is not obligated by this Agreement to honor, execute, or accept any Wire Transfer. If Bank elects to accept Wire Transfers issued by Company, Company agrees to settle for all Wire Transfers issued by Company, Company Authorized Representative(s), Administrator(s) or User(s), or Wire Transfers otherwise made effective against Company. Settlement shall be made by Company to Bank in any manner specified by Bank. Notwithstanding the foregoing, Bank is hereby authorized to charge the Authorized Account designated by Company for the Wire Transfer as settlement for that Wire Transfer. Company shall maintain sufficient collected funds in the Authorized Account to settle for the Wire Transfer at the time that the Wire Transfer is issued. Bank may, in its sole discretion, transfer funds from the Authorized Account in excess of the collected balance and thereby create an overdraft. In this event, Company shall promptly reimburse the Bank upon demand in the amount of the overdraft together with any interest fees or charges which would otherwise be charged to Company as a result of an overdrawn account based upon the Bank's account rules and pricing schedules. If Bank elects to pay Company's account in the overdraft on any one or more occasions, it shall not be considered a waiver of the Bank's rights to refuse to do so at any other time nor shall it be an agreement by the Bank to pay checks or other items in the overdraft. Bank shall have the right to charge other accounts maintained by Company with Bank that are not designated as an Authorized Account if Bank accepts the Wire Transfer and the Authorized Account does not have sufficient balances to settle for the Wire Transfer. Bank may process Wire Transfers in any order convenient to Bank and Bank may charge items, including settlement for Wire Transfers, in any order or sequence selected by Bank.

9. Errors in Wire Transfers. Company agrees that Bank shall have no obligation to discover errors in Wire Transfers and shall not be liable to Company for errors made by Company, including but not limited to errors made in identifying the beneficiary, or an intermediary or beneficiary's bank, or for errors in the amount of the Wire Transfer. Bank shall likewise have no duty to discover and shall not be liable for duplicate Wire Transfers issued by Company. In the event that Company makes an error or issues a duplicate Wire Transfer, Company shall indemnify, defend all claims, and hold Bank harmless from any loss, damages, or expenses, including but not limited to attorneys' fees, incurred by Bank as the result of completion of the wire transfer.

10. Use of Account Numbers. The Company is notified, and hereby acknowledges, that in executing or otherwise acting on a Wire Transfer the Bank shall rely solely and exclusively upon identifying account or identification numbers of a beneficiary, beneficiary's bank or intermediary bank and shall not rely on the name of the beneficiary. Likewise, acceptance of a Wire Transfer may be made by a beneficiary's bank on the basis of an identifying or bank account number even if it identifies a person different from the named beneficiary. Company is liable for and must settle with Bank for any wire transfer initiated by Company that identifies the beneficiary by account or identifying number or by name and account or identifying number. The Bank shall have no duty to detect any inconsistency between the name and number contained in a Wire Transfer and the Company shall be responsible for any inconsistencies. The Company shall indemnify and hold the Bank harmless from and against any loss, liability, expense or damage that the Bank may incur as a result of such inconsistency, including, without limitation, attorneys' fees and expenses of litigation.

11. Amendments and Cancellations.

- a) A Wire Transfer may be cancelled by the Company, provided the cancellation instruction is received by the Bank, and verified pursuant to the Security Procedures in effect, at a time and in a manner affording the Bank a reasonable opportunity to act prior to the Bank's acceptance of the Wire Transfer.
- b) The Bank is not obligated to amend or cancel a Wire Transfer after acceptance, but if in Bank's sole discretion, it agrees with Company to do so, it may condition such amendment or cancellation upon compliance with the Security Procedures. Any cancellation of a Wire Transfer by the Bank shall relieve the Bank of any obligation to act on such Wire Transfer and any amendment of a Wire Transfer by the Bank shall relieve the Bank of any obligation to act on such Wire Transfer in its un-amended form.
- c) Company acknowledges and agrees that after a Wire Transfer has been accepted by the beneficiary's bank, return of such funds must be authorized by the beneficiary and Bank has no responsibility to procure the return of such funds. If Company asks Bank to recover funds which Bank has already transferred, Bank shall be under no obligation to do so. If Company deposits with Bank an amount reasonably determined in good faith by Bank to approximate the costs and expenses (including attorney's fees) which Bank may incur in attempting to recover the funds transferred, Bank may, in its sole discretion make an attempt to recover the funds. In lieu of such a deposit, Bank may request Company to provide a bond or other assurance of payment reasonably satisfactory to Bank. Upon such deposit, or the supplying of such other assurance, Bank may take such action as it deems reasonable under the circumstances, including, for example, sending a request to reverse the transfer to any financial institution that received such funds. In no event, however, shall the Bank be deemed to have guaranteed or otherwise assured the recovery of any portion of the amount transferred, nor to have accepted responsibility for any amount transferred.

12. Rejection of Wire Transfer. Company agrees that Bank has no obligation to accept a Wire Transfer and therefore may reject any Wire Transfer issued by Company. Bank has no obligation to notify Company of the rejection of the Wire Transfer issued by Company but Bank may so notify at its option. Bank shall have no liability to Company for rejection of a Wire Transfer and shall not be liable to pay interest to Company even if the amount of Company's Wire Transfer is fully covered by a withdrawable credit balance in an Authorized Account of Company or the Bank has otherwise received full payment from Company.

13. Use of Correspondents, Agents, and Systems.

- a) The Company agrees that in executing any Wire Transfer the Bank may make use of such correspondents, agents and Wire Transfer and communication systems as it deems necessary or desirable to execute such Wire Transfer. To the fullest extent permitted by law (i) such correspondents, agents and systems shall be deemed to be agents of the Company and the Bank shall not be liable for any errors, negligence, suspension, or default of any of them or for any failure to identify the beneficiary or any mistake in payment by any of them, and (ii) the Bank shall not be liable for any errors, mutilations, mis-delivery, or failure of delivery in the transmission of any Wire Transfer by such correspondents, agents and Wire Transfer and communication systems or for any suspension of any means of communication or for any imposition of a censorship, exchange control or other restriction by such correspondents, agents and Wire Transfer and communication systems, all such risk being borne by the Company.
- b) Each Wire Transfer, amendment or cancellation thereof, carried out through a wire transfer system will be governed by all applicable wire transfer system rules, whether or not the Bank is a member of the system. Any Wire Transfer or cancellation thereof may be transmitted by any bank by use of the wire transfer system of the Federal Reserve Bank ("Fedwire"). The rights and obligations of the Bank and the Company with respect to any Wire Transfer, any part of which is carried out through the use of the Fedwire, will be governed by any applicable laws, the regulations of the Board of Governors of the Federal Reserve System, and the operating circulars of the Federal Reserve Bank. The Company acknowledges the Bank's right to reserve, adjust, stop payment, or delay posting of an executed Wire Transfer is subject to the laws, regulations, circulars, and rules described in this Agreement.

14. Unauthorized Transactions and Other Errors. The Bank shall provide the Company with information advices, either online or via facsimile at Bank's discretion, describing each outgoing Wire Transfer paid or executed on behalf of the Company. The Company shall notify the Bank of any unauthorized transaction or other error as soon as possible after the information advise has become available, but no later than the next Business Day following publication of any advice online, receipt of any advice via facsimile, or within 30 calendar days of the delivery or mailing by Bank (whichever occurs first) of any statement of account relating to the Authorized Account, whichever is earlier, which time limits Company agrees are reasonable. If notification of an unauthorized transaction or other error is communicated orally, it shall be confirmed by

Company promptly in writing. The Company will be deemed to have received any statements of account that are mailed by the Bank three Business Days after such mailing. The Bank shall have no liability to the Company for any loss or damage sustained by the Company arising out of any Wire Transfer referenced in a statement of account for the Authorized Account or in an individual information advice, and no legal proceeding or action shall be brought by Company against Bank to recover such loss or damage, unless (i) Company shall have given the written notice as provided for herein, and (ii) such legal proceeding or action shall be commenced within the period established by UCC 4A. Company waives any right to seek or enforce payment of attorneys' fees related thereto.

15. International Wire Orders. Subject to the terms and conditions of this Agreement, and subject to any instructions we provide, you may use the Service to make funds transfers denominated in U.S. dollars to beneficiaries located outside of the United States. Such fund transfers may be finally paid to the beneficiary either in the foreign currency of the country to which the funds are transferred, in U.S. dollars, or in other currency, according to our policies and procedures, the policies and procedures of the beneficiary's bank, or the policies and procedures of any intermediary banks participating in the transaction, subject to applicable exchange rates and fees. You specifically agree that we may, in our discretion, prior to or upon execution of any international Wire Transfer submitted by you, convert the U.S. dollar amount to the currency of the destination country at our exchange rate in effect at the time of conversion. It is your responsibility to advise your beneficiary of the possibility and effect of currency conversions in the course of the execution of any Wire Transfer. If we make any refund of an international Wire Transfer to you, we will make such refund in the U.S. dollar amount equivalent of the refund. You bear all risk of loss due to fluctuations in the rate of currency exchange. You hereby acknowledge and agree that any and all Wire Transfers issued by you under this Agreement are for business purposes only and not for personal, family, or household purposes and are not subject to the provisions of the Electronic Funds Transfer Act or Consumer Financial Protection Bureau Regulation E unless you are identified as a Related Consumer on the Authorization to Link Form and Bank has accepted it. You understand and accept the heightened risk of making an international wire transfer. Wire transfers to any country other than the United States means that the regulations and enforcement of rules found in the United States may not be available in any other particular country.

16. Furnishing Information. Upon request the Company will provide the Bank with any transaction information necessary for the Bank to handle inquiries and tracing, or otherwise to comply with applicable laws and regulations relating to Wire Transfers, including but not limited to, dollar amounts, account(s) affected, dates and names of beneficiaries and third parties involved in the transfer.

17. Transactions with Banks. If the Company is a bank (as defined in UCC 4A), and under applicable law the Company is not deemed the originator of the order to which a Wire Transfer relates, the Company agrees to indemnify and hold the Bank harmless for any loss or liability owed to such originator to the extent that such loss or liability would not have been incurred if the Company had been an originator.

18. Interest. The Bank shall assume no responsibility for lost interest with respect to the refundable amount of any unauthorized transfer or error unless the Bank is notified within thirty (30) days of Company's notification by the Bank of the acceptance of such transfer.