



MASTER BANKING AND CASH MANAGEMENT SERVICES AGREEMENT

This agreement governs the main business banking services provided by NATIONAL BANK OF CANADA, NEW YORK BRANCH (the “Bank”).

Appended hereto are the following Exhibits (terms specific to Accounts) and Schedules (terms specific to Services):

Exhibit A:	Deposit Account Terms
Exhibit B:	Zero Balance Account Terms
Schedule A:	FUND\$MANAGER Internet Customer Terms
Schedule B:	Automated Wholesale Lockbox Terms
Schedule C:	ACH Origination Service Terms
Schedule D:	Positive Pay Service Terms
Schedule E:	Digital Deposit (Remote deposit capture) Terms

1. **SERVICES.** The terms and conditions of this Agreement apply to any and all cash management services requested by the Customer from time to time, that are subject to, and described in more detail in, the applicable schedule(s) attached hereto and which are made a part of this Agreement (each, a “**Schedule**” and, collectively, the “**Schedules**”) and together with the Schedules and the Account Terms (as hereinafter defined), each, an “**Attachment**,” and, collectively, the “**Attachments**”). All cash management and banking services to which this Agreement and/or any Attachment apply are referred to herein as the “**Services**.”

Subject to the terms and conditions of this Agreement and any Attachment, the Bank agrees to provide to the Customer one or more of the Services described in the applicable Attachment, which the Customer may request from time to time by selecting or initiating any of the Services set forth in the bank form titled “Cross-Border Canada-USA Banking Services Enrollment Form” (or other standard enrollment form in use at the Bank) (the “**Application**”). Selection or initiation by the Customer of any Service constitutes acceptance by the Customer of the terms and conditions of this Agreement and any applicable Attachment related to such Service. The Services contracted for under the Attachments shall be subject to the general terms set out in this Agreement and further subject to the specific terms set out on such Attachments, including, but not limited to, the fees and effective date(s) set out on such Attachments.

2. **ACCOUNTS.** The terms and conditions of this Agreement shall apply to any accounts opened by the Customer with the Bank (each, an “**Account**,” and, collectively, the “**Accounts**”). The terms and conditions of each Account (the “**Account Terms**”) are set forth in the terms and conditions attached as Exhibits A and B hereto, and, to the extent the Customer opens any Account, in accordance with the terms of the applicable Account Terms and this Agreement, by selecting or opening any of the Accounts set forth on the Application, the applicable Account Terms are made a part of this Agreement.
3. **FEES, EXPENSES AND OTHER CHARGES; PAYMENT.**
 - A. **Fees.** The Customer agrees to pay on demand: (a) all applicable fees and charges for any and all Services as set forth separately in the applicable fee schedule (a copy of which

Customer acknowledges it has received) as may be amended from time to time at the discretion of the Bank; (b) all third-party liabilities and expenses incurred by the Bank in performing the Services; and (c) any costs or expenses incurred by the Bank in collecting fees or other amounts for enforcing this Agreement, including, without limitation, attorney's fees, whether for internal or external counsel. The Customer acknowledges that the fees and charges applicable to the Services are subject to change. The Bank shall notify the Customer of any changes in the fees and charges applicable to the Services, including any new fees and charges not previously imposed, in such time and manner as determined by the Bank in its sole discretion, but no delay or failure on the part of the Bank to provide notice shall require the Bank to delay implementation of any changes made by it with respect to such fees and charges. Special or additional services performed at the Customer's request may be subject to additional terms and fees.

- B. **Set-off; Insufficient Funds, Control.** National Bank of Canada, its branches and/or its affiliates ("NBC") are each hereby authorized at any time and from time to time, to the fullest extent permitted by law, to obtain payment by charging any Account (by direct debit to such Account or otherwise) for the use of any and all Services or any other charges, expenses or amounts owed to NBC pursuant to this Agreement or otherwise (including, without limitation, with respect to any indemnification claims), and if funds are insufficient, to set off and otherwise apply any and all deposits (general or special, time or demand, provisional or final) at any time held with and/or indebtedness at any time owing to NBC to or for the credit or the account of the Customer against any and all of the obligations of the Customer (including, without limitation, any fees or indemnification amounts) now or hereafter existing under this Agreement and/or any Attachment with respect to the Services and/or Account(s). The rights of NBC under this Section 3 are in addition to other rights and remedies (including, without limitation, other rights of set-off) that NBC may have.

For the sole purposes of §9-104 of the Uniform Commercial Code, National Bank of Canada (and not only its New York Branch) shall be deemed the bank with which any Account is held.

- C. **Other Charges.** The Customer shall pay for any and all taxes, tariffs and assessments levied or imposed by any governmental authority or regulatory agency in connection with the Services and/or this Agreement (excluding any income tax payable by the Bank).
4. **CUSTOMER'S REPRESENTATIONS AND WARRANTIES.** In selecting or initiating the Services and/or opening and maintaining any Account, the Customer represents and warrants to the Bank, in addition to any other representations and warranties by the Customer hereunder or in any Attachment, that: (a) the Customer has the authority, pursuant to a written resolution of the board of directors or other similar body of the Customer, in form and substance reasonably acceptable to the Bank or a form of resolution provided by the Bank to the Customer, to execute, deliver and perform its obligations under this Agreement (and perform its obligations under any applicable Attachment); (b) the performance of the Customer's obligations under this Agreement (and any applicable Attachment) will not constitute or result in a breach of the Customer's certificate or articles of incorporation, by-laws, partnership or operating agreement, or other organizational document, as applicable, or the provisions of any material contract to which the Customer is a party or by which the Customer is bound, or result in the violation of any law, regulation, judgment, decree or governmental order applicable to the Customer (including, but not limited to, any licensing requirements) or result in a breach of, constitute a default under, or require any consent under any agreement or instrument to which the Customer is a party or by which the Customer is

bound; (c) all approvals required to permit the Customer's execution, delivery, performance and consummation of this Agreement and the transactions contemplated under this Agreement have been obtained; and (d) the Customer is fully authorized to effect any transaction, whether or not in the Customer's name, that is the subject of, or is affected by, this Agreement, any Attachment and/or any Service.

5. **CUSTOMER'S DUTIES.** In addition to the other obligations of the Customer hereunder, the Customer agrees that it shall:
- A. **Performance of Covenants.** Perform and observe all conditions, covenants and restrictions as set forth in this Agreement and/or any applicable Attachment, and if required by a particular Service, maintain, at a minimum, an Account at the Bank.
 - B. **Maintenance of Sufficient Funds.** Maintain a balance of available funds in designated Account(s) to sufficiently cover the Customer's obligations with respect to the Services and pay on demand any bill/invoice rendered by the Bank for the Services.
 - C. **Indemnification.** Indemnify and hold the Bank, its affiliates, subsidiaries, officers, directors and employees harmless against any claim, loss, damage, deficiency, penalty, cost or expense resulting from: (a) any breach of any representation or warranty by the Customer under this Agreement and/or any Attachment; (b) any breach or default by the Customer in the performance or observance of this Agreement, any applicable Attachment and/or any other agreement with the Bank; (c) any negligence or willful misconduct of the Customer; (d) incorrect, incomplete or inaccurate data or information furnished by the Customer to the Bank; (e) any checks or items that are fraudulent and which were made and/or paid in any jurisdiction outside of the United States or Canada; (f) any alleged unauthorized transaction for which the Customer's security code was used; and (g) any action taken by the Bank: (i) at the direction of the Customer or its agent even if the Bank varies from its standard operating procedures in honoring such instructions, (ii) at any direction authenticated by any device, symbol or code assigned to or chosen by the Customer in connection with a Service (unless the Bank has actual knowledge that such direction is unauthorized) or (iii) in accordance with the procedures set forth in this Agreement and/or any applicable Attachment.
 - D. **Accuracy of Information.** Be responsible for, and the Bank may rely upon, the accuracy and authenticity of all data and other information furnished to the Bank by the Customer, its employees and/or agents.
 - E. **Compliance with Laws.** Comply with all laws, rules and regulations applicable to the Customer, to the Customer's business and operation of its business, to the Services and/or any Account and have the responsibility to fulfill any compliance requirement or obligation that the Bank and/or the Customer may have with respect to the Services, any Account and all applicable laws (including United States federal and state laws), regulations, rulings and other requirements related to anti-money laundering, including, but not limited to, the Bank Secrecy Act of 1970, as amended, the USA PATRIOT Act of 2001 (the "**Patriot Act**"), regulations of the United States Department of the Treasury, Regulation CC of the Board of Governors of the Federal Reserve System and the Uniform Commercial Code.
 - F. The Customer acknowledges that it will not generate transactions in connection with any Services that violate the laws or regulations of the United States. The Customer agrees to comply with and be bound by the terms of the Electronic Funds Transfer Act and the

Uniform Commercial Code Article 4A, each as applicable, and to otherwise perform its obligations under this Agreement and/or any Attachment in accordance with all applicable laws, regulations and orders, including, but not limited to, the sanctions laws, regulations and orders administered by the federal Office of Foreign Assets Control (“OFAC”), laws, regulations and orders administered by FinCEN and/or restrictions imposed under the Unlawful Internet Gambling Enforcement Act of 2006 (“UIGEA”). It shall be the responsibility of the Customer 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 from OFAC’s home page site at www.ustreas.gov/ofac.)

6. **FORGED OR UNAUTHORIZED TRANSACTIONS.**

A. **Duty to Safeguard Account; Security.** The Customer agrees to keep any Account information, security code, password or other confidential identification number used to access any Account secure and strictly confidential and to not permit disclosure of such information to any unauthorized person. The Customer agrees to immediately notify the Bank if this information has become known to, or been used by, an unauthorized person. The Customer acknowledges that the Bank has no method to determine whether a transaction conducted with use of a valid account name, account number and security code was proper and, therefore, authorizes the Bank to complete any transaction involving any Account made with the use of such valid information. The Customer agrees to be responsible for any transaction initiated with the use of a valid account name, account number and security code. The Customer represents that it has adequate policies and procedures in place which ensure internal and external security of its computer systems (software and hardware), including procedures preventing unauthorized access, the introduction of a virus, worm, Trojan horse, cancelbot, logic bomb or similar threats and for taking and storing on-site and off-site backup copies of software and data. The Bank shall have no liability for any loss, claim or damage sustained as a result of the use of the Customer’s security code, whether such transaction was authorized or not.

B. **Duty to Review Account Statement and Other Transactions.**

The Customer agrees to review, regularly and promptly, all reports, transfer instructions, adjustments, charges, entries and other transactions. The Customer shall immediately or, in any event, thirty (30) calendar days following the date that the Bank first mails or otherwise makes available to the Customer notification of the transaction (“**Notice Period**”), notify the Bank of any error or discrepancy between the Customer’s records and any notice or statement from the Bank, or any transaction or transfer the Customer believes was not authorized. The Customer agrees to notify the Bank immediately of any claim the Customer has, or any claim that is made to the Customer by a third party, of any acts or omissions on the Bank’s part relating to any Service that has caused the Customer or the third party damage or loss. If the Bank makes an error, upon written notice of the error, the Bank will, to the extent reasonably possible, correct the error promptly.

If the Customer fails to notify the Bank of such discovery within the Notice Period, the Customer will be liable for all losses (including any loss of interest), up to the amount of the transaction, which result from the Customer’s failure to give the Bank notice or which might have been prevented by giving the Bank notice and, in the event of an unauthorized transaction, the Bank will not be liable for any loss of interest which results from the Customer’s failure to give the Bank notice or which might have been prevented by giving such notice.

- C. **Duty of Care.** The Customer agrees that it will exercise ordinary care in handling all Accounts. In exercising ordinary care, the Customer shall have the duty to: (a) carefully examine its bank statements for fraudulent or unauthorized transactions and promptly notify the bank of any such transaction; (b) timely reconcile its bank statement with the Customer's internal records to detect any other account discrepancies, including any missing or diverted deposits; (c) implement security precautions regarding the use and access of any Accounts through any access device, including checks, drafts, other items, security codes, passwords or confidential identification numbers; (d) implement security precautions regarding the use of and access to any signature or facsimile stamp; (e) conduct background checks of all individuals having access to any checks, drafts, security devices or signature or facsimile stamps; (f) conduct background checks on all individuals who have authority to prepare checks or reconcile bank statements; (g) independently review the work of individuals who are responsible for reconciling bank statements and preparing checks on a monthly basis; and (h) comply with all other duties under this Agreement or under any applicable law. The Customer's failure to exercise ordinary care will constitute negligence and will preclude the Customer from asserting against the Bank any unauthorized transaction on any Account.
- D. **Limitation to File Claim.** The Customer agrees that no legal proceeding or action may be commenced against the Bank to recover any amounts alleged to have been improperly paid out of any Account due to any unauthorized signature or endorsement, any alteration or any other fraudulent or unauthorized transaction unless: (a) the Customer has timely provided the written notices as required above, and (b) such proceeding or action shall have been commenced within one (1) year from the date the first statement containing the unauthorized transaction was made available to the Customer. As used herein, a proceeding or action is commenced when the Customer files suit in a court of competent jurisdiction, or if the action is subject to arbitration when the Customer gives the Bank written notice of such action. Any proceeding or action not brought within one (1) year from the date of the first statement containing the unauthorized transaction is forever barred.
- E. **Duty to Cooperate.** The Customer agrees to cooperate with the Bank in its investigation of any claim by the Customer. This includes preparing an affidavit and forgery report containing whatever information the Bank requires concerning any Account, the transaction and the circumstances surrounding the loss. The Customer also agrees to file a criminal report against any suspected wrongdoer and to waive any claims against the Bank if the Customer fails to do so or if the Customer enters into any settlement, compromise or restitution agreement with the wrongdoer without the consent of the Bank. The Bank may reverse any credit or reimbursement should the Customer fail to file a criminal report or refuse to testify against the wrongdoer.
7. **BANK'S DUTIES.** The Bank will use ordinary care in providing the Services to the Customer, including with respect to the protection of the confidentiality of information provided to it by, or about, the Customer. This confidentiality duty shall not apply to any information which has previously been made generally available to the public or which is required by law, regulation or compulsory legal process to be made available to the public, to regulatory authorities or otherwise.
8. **SERVICE AVAILABILITY AND CUTOFFS.** The Bank's business days are Monday through Friday, excluding days on which banking institutions are authorized to be closed in the State of New York ("**Business Days**"). Some Services are subject to processing cutoff hours which may

be specified by the Bank from time to time or in an Attachment. Transactions or other information received after the cutoff hour or on a day other than a Business Day will be deemed received as of the next Business Day. All cutoff hours are in Eastern Standard Time (EST).

9. **TRANSACTION LIMITATIONS.** The Bank may from time to time establish transaction limitations for certain Services and assign them to the Customer. If at any time there is an adverse change in the Customer's financial condition, the Customer will immediately provide written notice to the Bank. The Bank may require that the Customer provide further financial information acceptable to the Bank and/or the Bank may establish lower transaction limitations for the Customer.
10. **HONORING TRANSACTIONS.** Nothing in this provision obligates the Bank to honor, either in whole or in part, any transaction or instruction that: (a) is not in accordance with any condition agreed upon between the parties hereto either in this Agreement, any Attachment or in any other agreement between the parties hereto; (b) the Bank has reason to believe may not be authorized by the Customer; (c) exceeds any transaction limit, funding limit or daily limit imposed by the Bank on the applicable transaction; (d) exceeds the Customer's collected and available funds with the Bank; (e) involves funds that are subject to a hold, dispute or legal process which prevents that withdrawal; (f) violates any provision of any applicable risk control program of the Federal Reserve Board, or any rule or regulation of any governmental authority, including, without limitation, any United States federal or state regulatory authority; (g) involves any checks or items made and/or endorsed in any jurisdiction outside of the United States or Canada or drawn on a form not approved by the Bank (or drawn on a form approved by the Bank which has been amended or otherwise modified without the Bank's express written consent); or (h) for the protection of the Bank and/or the Customer, the Bank has reasonable cause to not honor.
11. **MODIFICATIONS TO SERVICES.** The Customer agrees to not modify or attempt to modify the Services without the Bank's prior written consent. The Customer acknowledges that the Services are the property of the Bank and, accordingly, the Customer agrees that any modifications to the Services, whether by the Customer or the Bank, shall become the property of the Bank.
12. **BACKUP WITHHOLDING & TAXPAYER IDENTIFICATION.** Unless the Customer is exempt as described below, United States federal law requires that the Bank withhold a statutory amount of interest or dividend payments (referred to as backup withholding) if: (a) the Customer fails to furnish a Taxpayer Identification Number (TIN); (b) the Internal Revenue Service ("IRS") notifies the Bank that the Customer furnished an incorrect Taxpayer Identification Number; (c) the Customer or the Bank has been notified by the IRS that the Customer is subject to backup withholding; or (d) for any interest bearing account opened after December 31, 1983, the Customer failed to certify that the Customer was not subject to backup withholding or the Customer failed to certify that the Taxpayer Identification Number was correct.

If a correct Taxpayer Identification Number is not furnished at the time an Account is opened, backup withholding will commence immediately. If the Customer does not have a Taxpayer Identification Number assigned to the Customer, IRS regulations allow a sixty (60) day grace period to obtain the Taxpayer Identification Number if the Customer has completed the proper request for such grace period. Refer to the "Taxpayer Identification Number" section below for instructions on how to obtain a Taxpayer Identification Number.

While the Customer is waiting to be assigned a Taxpayer Identification Number, backup withholding will occur. After sixty (60) days, if a certified Taxpayer Identification Number is not furnished, the Customer's Account may be closed. If the Customer furnishes a correct Taxpayer

Identification Number within sixty (60) days of Account opening, and prior to year end, the Customer may request a refund of the amount withheld for backup withholding.

Certain additional IRS penalties may also apply if the Customer fails to provide a Tax Identification Number to the Bank.

13. **FOREIGN ACCOUNT TAX COMPLIANCE ACT (“FATCA”).** The Customer acknowledges and agrees that if interest from an Account is payable to certain foreign (non-United States) financial institutions, investment funds or other non-financial foreign entities, the Customer shall be required to certify its FATCA status and provide any other applicable information at the Bank’s request, and that failure to provide such certification or information may result in a thirty percent (30%) withholding on the payment of interest. The Bank shall not be liable for any additional amounts the Customer may owe as a result of the Customer’s failure to comply with FATCA.
14. **TAXPAYER IDENTIFICATION NUMBER.** For sole proprietorships, the Taxpayer Identification Number may be either a Social Security Number or an Employer Identification Number. If a sole proprietor is a resident or nonresident alien, and is ineligible for a Social Security Number, the Taxpayer Identification Number may be either an IRS “Individual Taxpayer Identification Number” (TIN) or an Employer Identification Number (EIN). For corporations, estates, organizations, clubs and trusts, the Taxpayer Identification Number is their Employer Identification Number. If the Customer does not have a Taxpayer Identification Number, obtain Form SS-5, Application for a Social Security Card (for individuals), from the local office of the Social Security Administration, or Form SS-4, Application for Employer Identification Number (for businesses and all other entities) from the local IRS office, or Form W-7, Application for IRS Individual Taxpayer Identification Number (for sole proprietors who are resident or nonresident aliens). In addition, sole proprietors who are resident or nonresident aliens must also furnish a passport or some other government document to verify identity.
15. **EXEMPT PAYEES.** If the Customer is exempt from backup withholding and information reporting, it must complete a certification to that effect provided by the Bank. The Customer must also provide the Bank with its Taxpayer Identification Number to be considered exempt. The following lists payees that are exempt from backup withholding and information reporting. For interest and dividends, all listed payees are exempt, except item (g) below. For broker transactions, payees listed in (b) through (k) below, a corporation and a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker, are exempt. Payments subject to reporting under sections 6041 and 6041A are generally exempt from backup withholding only if made to payees described in items (a) through (e), except that a corporation which provides medical and health care services or bills and collects payments from such services is not exempt from backup withholding or information reporting. Only payees described in items (b) through (e) below are exempt from backup withholding for barter exchange transactions, patronage dividends and payments by certain fishing boat operators.
 - (a) a corporation;
 - (b) an organization exempt from tax under section 501(a), or an individual retirement plan (IRA), or a custodial account under 403(b)(7) of the Internal Revenue Code if the account satisfies the requirement of section 401(f)(2) of the Internal Revenue Code;
 - (c) the United States or an agency or instrumentality thereof;
 - (d) a state, the District of Columbia, a possession of the United States or any political subdivision or instrumentality thereof;
 - (e) a foreign government or a political subdivision, agency or instrumentality thereof;

- (f) a dealer in securities or commodities required to register in the United States, the District of Columbia or a possession of the United States;
- (g) a futures commission merchant registered with the Commodity Futures Trading Commission;
- (h) a real estate investment trust;
- (i) an entity registered at all times during the tax year under the Investment Company Act of 1940;
- (j) a common trust fund operated by a bank under section 584(a) of the Internal Revenue Code;
- (k) a financial institution;
- (l) a middleman known in the investment community as a nominee or custodian; and
- (m) a trust exempt from tax under section 664 of the Internal Revenue Code or described in section 4947.

Payments that are not subject to information reporting are also not subject to backup withholding. For details, see sections 6041, 6041(a), 6042, 6044, 6045, 6049, 6050A, 6050N and 6050W of the Internal Revenue Code, and the Treasury Regulations promulgated under such sections.

16. **NON-U.S. ENTITIES.** The Customer will be exempt from backup withholding if the Customer is a foreign entity and has completed an IRS Form W-8. This certification must be made every three (3) calendar years. The Customer must be able to certify exemption as a foreign entity to exempt the account from backup withholding because of foreign status.
17. **PRIVACY ACT NOTICE.** Section 6109 of the Internal Revenue Code requires most recipients of dividends, interest or other payments to give Taxpayer Identification Numbers to payors who must report payments to the IRS. The IRS uses the numbers for identification purposes and to verify the accuracy of the Bank's tax return. Payors must be given numbers whether or not recipients are required to file tax returns.
18. **BANK SECRECY ACT.** The Bank Secrecy Act of 1970, as amended (the "BSA"), and its implementing regulations require a financial institution to maintain records and/or report certain transactions to United States federal government agencies. The BSA and its regulations have been amended periodically and focus on issues such as anti-money laundering and anti-terrorist financing.
19. **USA PATRIOT ACT.** Under the BSA, as amended by the Patriot Act, the Bank is required to verify the identity of any party seeking to open an Account with the Bank. The Customer acknowledges that the Bank's identity verification procedures require the Bank to request certain information from the Customer or third parties regarding the Customer. The Customer agrees to provide the Bank with, and consent to the Bank obtaining from third parties, such requested information, including, without limitation, name, legal status, Tax Identification Number and physical address as a condition of opening any Account. To the extent that the Customer fails to provide or to consent to providing any such information, that failure shall be grounds for the Bank to not open an Account and/or to close all Account(s).
20. **REPORTING CERTAIN ACTIVITIES AND INFORMATION.**
 - A. Banks are required to file a report called a Currency Transaction Report ("CTR") with the IRS whenever it has currency transactions that exceed Ten Thousand Dollars (\$10,000) in one business day. This includes both single and multiple transactions, transactions to or

from or on behalf of any one individual or other entity, or in or out of any one Account, and exchanges of currency. Banks are also required to file other reports with the United States Department of the Treasury when a transaction is conducted, or attempted to be conducted by, at or through a bank, involves or aggregates at least Five Thousand Dollars (\$5,000) in funds or other assets, and the bank knows, suspects or has reason to suspect that: (a) the transaction involves funds derived from illegal activities or is intended or conducted in order to hide or disguise funds or assets derived from illegal activities (including, without limitation, the ownership, nature, the bank, location or control of such funds or assets) as part of a plan to violate or evade any federal law or regulation or to avoid any transaction reporting requirement under federal law or regulation; (b) the transaction is designed to evade any requirements of this part or of any other regulations promulgated under the BSA; or (c) the transaction has no business or apparent lawful purpose or is not the sort in which the particular customer would normally be expected to engage, and the Bank knows of no reasonable explanation for the transaction after examining the available facts, including the background and possible purpose of the transaction.

- B. Banks are also required to maintain a record of: (a) sales of certain negotiable instruments such as cashier's checks, money orders, traveler's checks and other similar instruments when the amount of cash involved is Three Thousand Dollars (\$3,000) to Ten Thousand Dollars (\$10,000) inclusive; and (b) fund transfers of Three Thousand Dollars (\$3,000) or greater. These records must be made available to the United States Department of the Treasury upon request.
- C. Other crimes under the BSA are: (a) causing or attempting to cause a financial institution to fail to file a CTR; (b) causing or attempting to cause a financial institution to file an inaccurate CTR; and (c) structuring or attempting to structure large transactions with financial institutions into several smaller transactions in an attempt to avoid reporting. Financial institutions, financial institution employees and individuals may all be subject to prosecution for evading the reporting requirements. There are both civil and criminal penalties associated with violations of these regulations that may carry significant monetary fines and imprisonment. The Customer agrees to assist the Bank in gathering information to meet BSA requirements.
- D. The Customer may be eligible for a qualified exemption from some of the BSA reporting requirements. To qualify for such exemption, the Customer agrees to cooperate with the Bank in collecting the necessary information to meet the exemption certification requirements.
- E. The Customer acknowledges that the Bank may be required to provide information regarding the Customer pursuant to compulsory legal and/or judicial process, applicable law and/or regulations promulgated thereunder and consents to the Bank's provision of such information.

21. **UNLAWFUL INTERNET GAMBLING ENFORCEMENT ACT.** In accordance with the requirements of the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG, transactions restricted by UIGEA are prohibited from being processed through any accounts or

relationship with the Bank. The Customer represents that it has not, and does not, operate and that it has not engaged and does not engage, in the Internet gambling business.

22. **LIMITATIONS OF LIABILITY.**

- A. **Losses Related to Conditions Outside the Control of the Bank.** The Bank shall not be responsible for any liability, loss or damage resulting from any delay in its performance of, or from any failure to perform, its responsibilities under this Agreement and/or any Attachment in the provision of the Services, or for any error in transmission (including, without limitation, electronic mail transmission) if such failure is due to any cause or condition beyond its reasonable control. Such causes or conditions shall include, but are not limited to: (a) acts of God, acts of any governmental authority in either its sovereign or contractual capacity, a natural catastrophe or event, whether or not abetted or aggravated by human or unnatural agencies, fires, floods, epidemics, quarantine restrictions, strikes, shortages of labor or materials, freight embargoes, unusually severe weather breakdowns, electrical power failures, operational failures or other unavoidable delays; (b) the unavailability, interruption or malfunction of communications facilities or utilities; (c) acts of, delays or failures to act by other banks or financial institutions, intermediaries or their personnel; (d) criminal acts by persons other than Bank personnel; or (e) any other circumstances beyond the Bank's control.
- B. **Third Party Vendors.** The Customer acknowledges the right of the Bank to contract for the Services with third party vendors. If the Bank's failure to provide the Services is caused by any default, error or failure of a subcontractor or third party vendor and if such default, error or failure arises out of causes or conditions beyond the control of the Bank, the Bank shall have no liability of any nature, direct or indirect.
- C. **Error of Judgment.** The Customer agrees that the Bank shall not be liable for any error of judgment or for any act done or step taken or omitted by it, its employees or its agents in good faith, for any mistake in fact or law, or for anything which it, its employees or its agents may do or refrain from doing in connection with this Agreement, except for the willful misconduct of such employees or agents.
- D. **Limitation on Damages.** Notwithstanding anything to the contrary herein or in any Attachment, the Bank will be liable to the Customer only for actual damages arising directly from the Bank's intentional misconduct or gross negligence in the performance of the Services and the Bank will not be liable to the Customer for any of the following: (a) any damages, costs or other consequences caused by or related to the Bank's actions that are based on information or instructions that the Customer provides to the Bank; (b) any unauthorized actions initiated or caused by the Customer or the Customer's employees, representatives or agents; (c) the failure of third parties or vendors to perform satisfactorily other than persons to whom the Bank has delegated the performance of specific obligations provided in this Agreement; or (d) failure or errors on the part of Internet service providers, telecommunications providers or any other party's own internal systems.

Except for losses caused by the Bank's gross negligence or intentional misconduct, the Bank's liability to the Customer, whether for breach, negligence, infringement, in tort or otherwise, and arising during any twelve (12) month period shall be limited to the average monthly charge for the Services in question for the six (6) month period preceding the date of loss. The Bank shall not be responsible, under any circumstances for any special, consequential, punitive or indirect damages, including without limitation any loss of use or

loss of business, revenue, profits, opportunity or good will, under any theory of tort, contract, indemnity, warranty, strict liability or negligence (even if the Bank has been advised or should have known of the possibility of such damages) that the Customer incurs in connection with this Agreement, any Attachment and/or the Services.

- E. **Limitation on Claims.** The Customer agrees that the amount of any claim the Customer has against the Bank in connection with any account or transaction is subject to reduction on the basis of the Customer's negligence or failure to use reasonable care on the Customer's part, the extent to which damages could not be avoided by the Bank's use of ordinary care and reasonable commercial standards, and the Customer's failure to comply with the Customer's notice and reporting requirements under this Agreement.
- F. **Insurance.** The Customer agrees to pursue the Customer's rights under any insurance policy the Customer maintains in connection with any loss and to provide the Bank with coverage information upon the Bank's request. The Customer further agrees that the Bank's liability will be reduced by the amount of any insurance proceeds the Customer receives or is entitled to receive. If the Bank reimburses the Customer for a loss that is covered by insurance, the Customer agrees to assign the Bank the Customer's rights under the insurance.
- G. **DISCLAIMER.** EXCEPT AS PROVIDED IN THIS AGREEMENT, THE BANK MAKES NO REPRESENTATION OR WARRANTY, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE BANK HEREBY DISCLAIMS, AND THE CUSTOMER HEREBY WAIVES AND RELEASES THE BANK AND ITS OWNERS, OFFICERS AND EMPLOYEES, FOR ALL OTHER REPRESENTATIONS, WARRANTIES OF ANY NATURE, OBLIGATIONS AND LIABILITIES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY AND ALL DOCUMENTS, SERVICES, INFORMATION, ASSISTANCE, SOFTWARE PRODUCTS OR OTHER MATTERS PROVIDED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION: (A) ANY IMPLIED WARRANTY OR MERCHANTABILITY, FITNESS FOR A SPECIFIC USE, PURPOSE OR APPLICATION, OR OTHER IMPLIED CONTRACTUAL WARRANTY; (B) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE; (C) ANY WARRANTIES OF TIMELINESS OR NON-INFRINGEMENT; AND (D) ANY OTHER WARRANTY WITH RESPECT TO QUALITY, ACCURACY OR FREEDOM FROM ERROR. NOTWITHSTANDING THE GENERALITY OF THE FOREGOING, THE BANK GIVES NO WARRANTY THAT THE SERVICES WILL BE ERROR-FREE OR THAT THE OPERATION THEREUNDER WILL BE UNINTERRUPTED.

This Section 22 shall survive termination of this Agreement and all Services.

23. **TERM AND TERMINATION.**

- A. **Term.** This Agreement shall be effective as of the date first written above and shall continue in force until terminated by either party hereto upon thirty (30) days prior written notice, unless a shorter notice period has been accepted in writing by both parties hereto, or terminated pursuant to clauses B or C of this Section 23. Any Service may be terminated or Account closed by either party upon thirty (30) days' prior written notice to the other

party, unless a different period is set forth in the applicable Attachment or terminated pursuant to clause B or clause C of this Section 23.

- B. **Termination by Either Party.** Notwithstanding the foregoing or any other provision of this Agreement, either party hereto may terminate this Agreement upon written notice to the other party, effective upon receipt by the other party, in the event of: (a) the failure by the other party to materially comply with any term or condition of this Agreement or any other agreement between the parties or (b) the other party entering into insolvency, receivership or voluntary bankruptcy, the institution of any proceeding related thereto or any assignment for the benefit of the other party's creditors.
- C. **Termination by the Bank.** The Bank may, in its sole discretion, terminate this Agreement, close any Account and/or terminate any Service by giving written notice to the Customer (in addition to any other remedies available to the Bank pursuant to this Agreement, at law or in equity, or otherwise): (a) in the event that the Customer does not pay any or all fees in a timely manner or otherwise violates the terms of this Agreement, or files or has filed against it a petition under any Chapter of the United States Bankruptcy Code or similar rules and/or regulations, if applicable, or makes an assignment for the benefit of creditors or is placed or places itself in state receivership, a default under this Agreement shall exist, and upon such default, without notice; (b) in the event the Bank reasonably determines it is no longer able to provide a Service due to a change in laws or rules, this Agreement or a specific Service, immediately upon written notice by the Bank to the Customer; (c) in the event of the Customer's failure to perform or observe any of the conditions, covenants or restrictions herein or any other document between the Customer and the Bank; (d) in the event of any breach of any representation or warranty by the Customer in this Agreement or any other agreement between the Customer and the Bank; (e) if in the good faith opinion of the Bank that the financial condition of the Customer has become materially impaired; or (f) if in the good faith opinion of the Bank the Customer is involved in illegal or unethical business practices or is financially unstable and/or the prospect of payment or performance has been impaired.
- D. **Payment of Fees and Other Amounts Upon Termination.** No termination pursuant to this Section 23 shall affect any obligation (including, without limitation, the payment of any fees or other charges) of the Customer incurred prior to the date termination becomes effective. Upon any termination of this Agreement or any Attachment pursuant to this Section 23, the Customer agrees to pay the Bank any and all fees, charges or other amounts accruing and owing to the Bank under the terms of this Agreement (or any Attachment, as applicable) upon such termination.
24. **NOTICE.** THIS AGREEMENT PROVIDES FOR IMPORTANT LEGAL RIGHTS, DUTIES AND LIMITATIONS. THE CUSTOMER ACKNOWLEDGES THAT IT HAS READ ALL AGREEMENTS BETWEEN THE CUSTOMER AND THE BANK CAREFULLY AND ASKED QUESTIONS ABOUT ANY PROVISIONS THE CUSTOMER DOES NOT FULLY UNDERSTAND BEFORE SIGNING.
25. **MISCELLANEOUS.**
- A. **Entire Agreement.** All Attachments to this Agreement for Services selected or initiated and/or Accounts opened and maintained by the Customer are incorporated herein by reference and made a part hereof. This Agreement and the applicable Attachments constitute the entire Agreement between the Bank and the Customer with respect to the

matters dealt with in this Agreement and the applicable Attachment and supersede all oral or written proposals, representations, understandings and agreements previously made or existing with respect to any such matter.

- B. **Headings; Interpretation.** Except as otherwise explicitly specified to the contrary in this Agreement or unless the context clearly requires otherwise: (a) the capitalized term “Section” refers to sections of this Agreement; (b) the capitalized term “Exhibit” refers to exhibits to this Agreement; (c) references to a particular Section include all subsections thereof; (d) the use of the plural includes the singular and of the masculine includes the feminine and neuter, and vice-versa; (e) a reference to a document includes an amendment or supplement to, or replacement or novation of, that document; (f) the various headings of this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement; and (g) any reference to a document shall be deemed to include all exhibits, annexes, appendices and schedules thereto.
- C. **Amendment.** This Agreement may not be amended orally. The Bank may amend this Agreement, including any Attachment, and any provision as to fees, at any time, by sending written notice of amendment to the Customer. Such notice shall specify the date upon which such amendment shall become effective. The Bank and the Customer may also amend this Agreement at any time in a writing signed by both the Bank and the Customer.
- D. **Notices.** Except as otherwise provided in this Agreement, any notices or other communications required or permitted under, or otherwise in connection with, this Agreement shall be in writing and shall be deemed to have been duly given when delivered in person or upon confirmation of receipt when transmitted by electronic mail transmission, the inherent risks of which are acknowledged by the Customer, or facsimile (*provided that*, notices or other communications by the Customer with respect to payment instructions may not be given by electronic mail transmission) or on receipt after dispatch by overnight courier, registered or certified mail, postage prepaid, addressed, as follows:

(a) If to the Bank, to:

National Bank of Canada, New York Branch
Address: 65 East 55th Street, 8th Floor
New York, NY 10022
Attn: **Cash Management**
Facsimile number: (212) 632-8699
Electronic mail: NY-Operations@nboc.com

Deposits (other than those made through the Bank’s lockbox services) are to be delivered by registered mail to the following address:

National Bank of Canada, New York Sector
Address: 4 Place Laval, Suite 600
Laval, Québec, H7N 5Y3, Canada
Attn: **Cash Management**
Electronic mail: dda-cash-management-NY@bnc.ca

The Bank has the power to change its address to such other address by sending written notice to the Customer.

(b) If to the Customer, as per the contact details provided in the Application.

- E. **Binding Nature.** This Agreement shall be binding upon and inure to the benefit of the Bank and the Customer and their heirs, legal representatives, successors and assigns.
- F. **Assignment.** No right or obligation under this Agreement may be assigned by the Customer without first obtaining the written consent of the Bank. The Bank may assign any of its rights and obligations hereunder to any person, its successors and assigns.
- G. **Counterparts.** This Agreement and all other instruments, agreements or documents provided for herein or delivered or to be delivered hereunder or in connection herewith may be executed in any number of counterparts, and by the parties hereto on the same or separate counterparts, and each such counterpart, when executed and delivered, shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement, instrument or document.
- H. **Failure, Delay or Waiver.** No failure of the Bank to require, and no delay by the Bank in requiring, the Customer to comply with any requirement of this Agreement and/or any Attachment shall constitute a waiver of the right to require such compliance with any other requirement of this Agreement. No failure of the Bank to exercise, and no delay by the Bank in exercising, any right or any remedy, whether under this Agreement, any Attachment or otherwise, shall constitute a waiver of such right, remedy or any other right or remedy whether under this Agreement, any Attachment or otherwise. Any waiver by the Bank of any remedy, whether under this Agreement or otherwise, shall be limited to the specific instance and shall not constitute a waiver of such right or remedy in the future or of any other right or remedy, whether under this Agreement, any Attachment or otherwise. No waiver will be valid unless in writing signed by the Bank.
- I. **Invalidity.** Whenever possible, each provision of this Agreement and/or any Attachment shall be interpreted in such manner as to be effective and valid under any applicable law or regulation, but if any provision of this Agreement and/or any Attachment shall be prohibited by or invalid under any such law or regulation, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder thereof or any of the remaining provisions of this Agreement and/or any Attachment.
- J. **Authorization.** By signing this Agreement, using the Services and/or maintaining any Account, the Customer represents, warrants and covenants that the execution, delivery and performance of this Agreement has been duly authorized by the Customer's Board of Directors or other governing body, that this Agreement and any Attachment has been validly executed by an official(s) having general authority from the Customer's Board of Directors or governing body and that the obligations contained in this Agreement and/or any Attachment are valid, enforceable and binding obligations of the Customer.
- K. **Governing Law.** This Agreement and all Attachments shall be governed by, and construed in accordance with, the law of the State of New York, without reference to principles of conflicts of law.
- L. **Jurisdiction; Venue.** Each of the parties hereto hereby irrevocably and unconditionally submits, for itself and its property, to the non-exclusive jurisdiction of any New York state court or federal court of the United States of America sitting in the Borough of Manhattan, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement and/or any Attachment or for recognition or enforcement of any judgment, and such parties hereby irrevocably and unconditionally agree that all claims in

respect of any such action or proceeding may be heard and determined in any such New York state court or, to the extent permitted by law, in such federal court. Each of the parties hereto agrees that a final, non-appealable judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

- M. **Waiver of Jury Trial.** THE CUSTOMER AND THE BANK IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY ATTACHMENT, ANY ACCOUNT AND/OR THE SERVICES, OR THE ACTIONS OF THE BANK IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.

EXHIBIT A

TO MASTER BANKING AND CASH MANAGEMENT SERVICES AGREEMENT

DEPOSIT ACCOUNT TERMS

The Customer has authorized National Bank of Canada, New York Branch (the “**Bank**”) to open and maintain a deposit account (the “**Account**”) at the Bank’s place of business (65 East 55th Street, New York, NY 10022) pursuant to the Master Banking and Cash Management Services Agreement by and between the Bank and the Customer (the “**Cash Management Services Agreement**”). These Deposit Account Terms (these “**Terms**”) govern the terms and conditions of the operation and maintenance of the Account. By authorizing the Bank to open and maintain the Account, the Customer has accepted and agrees to be bound by these Terms. The Account will reflect the Customer’s deposits incidental to, or arising out of, the exercise of the Bank’s lawful powers. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Cash Management Services Agreement. The Customer agrees with the Bank that the operations of the Account shall be governed by the following terms and conditions:

1. **Opening an Account.** If the Customer is a sole proprietor or otherwise, it and any authorized signers the Customer so designates must sign the Bank’s signature card when the Customer opens the Account. If the Customer designates more than one authorized signer, each authorized signer must complete and sign the Bank’s signature card. The Customer must provide evidence using a form acceptable to the Bank of the designation of authorized signers by the Customer if the Customer is a sole proprietor, or by the Customer’s governing body if the Customer is a business entity. The Customer must also complete or provide any other documentation the Bank may require from time to time.

Any authorized signer can change the address to which statements are sent, order a new supply of checks or close the Account, in each case by sending notice to the Bank in accordance with Section 25.D of the Cash Management Services Agreement. No authorized signer may remove or add the name of another authorized signer unless the resolutions designating the authorized signers specifically permit that authorized signer to do so.

The Customer agrees that the Customer will not use the Account in connection with collecting or processing a bet or wager over the Internet in any manner, including in connection with a game of chance such as roulette or a card game such as poker or blackjack. The Customer further agrees to not use the Account in connection with any illegal activity, such as money laundering or fraud.

2. **Deposits.** The Customer may not make deposits to the Account, other than by any means that the Bank may make available to the Customer. The Customer may make deposits by mail or through the Bank’s lockbox services. The Customer may also arrange for deposits to be made electronically to the Account.

The Customer also agrees to not deposit by mail any item that is drawn on a foreign bank or that is not denominated in U.S. dollars. The Bank may refuse a deposit limit, the amount of a deposit or return all or a portion of a deposit. The Bank is not responsible for any deposit the Customer mails to the Bank that is lost before it is received by the Bank. The Bank will forward any items the Customer deposits for collection to the Bank on which the items are drawn. The Bank may give the Customer provisional credit for any item the Customer deposits, which the Bank may revoke at any time if the Bank does not receive final credit for such item. The Bank is not required to give the Customer provisional credit for any item to the extent permitted by law. Deposits are subject to verification by the Bank. Unless the Customer is a sole proprietor, any check made payable to the Customer will be accepted for deposit only.

The Customer agrees that, unless the Bank has specifically agreed to permit the Customer to do so, the Customer will not deposit any substitute check that has not previously been handled by a bank in the collections process. This means that the Customer cannot deposit a substitute check the Customer creates or that is created by another person unless either the Bank enters into an agreement with the Customer to do so or the substitute check was previously handled by another bank, such as a substitute check that was returned to the Customer in connection with a returned deposited item.

The Customer agrees that the Bank may debit the Account for any item the Customer deposits that is returned to the Bank unpaid for whatever reason and regardless of when the item was returned to the Bank. The Customer agrees to pursue any claim the Customer may have against the payor or other collecting bank regarding the timing of the return of an unpaid item against that bank.

Any item received by the Bank after the Bank's regular afternoon closing hour shall be deemed received the next Business Day. All items cashed for the Customer or credited to the Account (whether or not such items are payable by the Bank): (a) will be handled by the Bank as collecting agent for the Customer; (b) will not be available for withdrawal until final payment is received or unconditional credit is accepted by the Bank; and (c) if the Bank has cashed such item or given credit therefor, will be subject to charge back or refund if for any reason final payment is not received in cash or unconditional credit accepted by the Bank. The right of chargeback granted in subsection (c) above shall survive any termination of the Account and/or these Terms and the Customer unconditionally agrees to promptly reimburse the Bank for the full amount of all returned items. The Bank may decline to honor any item presented with respect to the Account in the event that, at the time of presentation, the Account does not have a credit balance of at least a corresponding amount of available funds.

The Customer acknowledges that any and all deposits in the Account are not covered by Federal Deposit Insurance Corporation (FDIC) insurance.

3. **Withdrawals.** The Customer may make withdrawals from the Account by any means that the Bank makes available to the Customer. If an authorized signer makes a withdrawal in person, the Bank may require that person to present identification acceptable to the Bank and to use a form approved by the Bank.

The Bank reserves the right to pay the withdrawals the Customer makes from the Account, regardless of the method of withdrawal, in any order the Bank determines. This includes withdrawals made by computer, checks, pre-authorized payments and by any other means the Bank makes available to the Customer. The order in which the Customer makes withdrawals from the Account may not be the same as the order in which the Bank posts those transactions to the Account each Business Day. Generally, the Bank posts the Customer payment transactions each Business Day in descending order, starting with the largest payment order that is presented for payment. The order in which the Bank posts the Customer transactions may affect whether the Customer incurs fees for insufficient or unavailable funds.

The Bank may refuse a withdrawal request if the amount of the withdrawal would exceed the amount of funds available for withdrawal in the Account even if there are other funds in the Account not yet available for withdrawal. The Bank may refuse a withdrawal request if any documentation or identification the Bank requested has not been presented. The Bank may also refuse a withdrawal if (a) the Bank has received a court order or other legal document that restrains either the Bank or one or more of the owners of the Account from removing funds from the Account; (b) the withdrawal is not permitted by law; (c) there is a dispute concerning the Account; (d) the Customer owes the Bank money that is due and payable; (e) the Customer has pledged the

Account to the Bank as security for a loan or has asked the Bank to not permit any withdrawals to be made; or (f) the Bank's equipment is malfunctioning.

The Bank reserves the right to require such documents, authorizations or identifications as the Bank may reasonably deem necessary or appropriate in ascertaining whether the person requesting the withdrawal is permitted to do so.

The Bank may debit the Account for service charges as provided below, to make appropriate adjustments to the Account and for any item the Customer deposits that is returned to the Bank unpaid.

4. **Checks.**

Endorsing Items. When the Customer deposits a check or other item, the Bank is legally entitled to valid and unqualified endorsements from the Customer and all other payees whose endorsement is required. The Customer gives the Bank an irrevocable right to place the Customer endorsement on any such item.

The Customer may only deposit checks that are made payable to the Customer or properly endorsed to the order of the Customer. If the Customer wishes to deposit a check payable to multiple payees, and multiple endorsers are required, all endorsers must be present or at the Bank's discretion, have properly executed a confirmation of their endorsement using a form acceptable to the Bank in order to deposit the check. The Bank may require the Customer to provide the Bank with confirmation of the authenticity of a prior endorsement using a form acceptable to the Bank before the Bank permits the Customer to withdraw the funds from that deposit.

The Customer agrees to not deposit any item the Customer has endorsed "without recourse." If the Customer does, the Bank may place the Customer's unqualified endorsement on the item. The Bank can then enforce against the Customer any rights that an unqualified endorsement grants the Bank.

The Customer will be liable for any delays caused by non-conforming endorsements. All endorsements must be in black ink and must be contained on the back of the item, within 1-1/2 inches of the trailing edge of the item. The trailing edge is the left edge of the check when viewed from the front.

Stale Checks. Once a check is [six] months old, the Bank may elect to not pay it. If there is no stop payment order in effect when the Bank receives the check for payment, however, the Bank may elect to pay it. The Bank does not have to consult with the Customer when making the decision whether to pay the check.

Postdated Checks. The Customer agrees to not place a date on the Customer's check that is in the future. If the Customer does and the check is presented to the Bank for payment before its date, the Bank may pay the check and will not be liable to the Customer for paying the check.

Form of Checks. The Customer agrees to make withdrawals from the Account using checks ordered through the Bank or conforming to the Bank's specifications. Any check that the Customer writes on the Account must be in U.S. dollars. The Bank will not be bound by any restrictions the Customer has placed on its checks, such as "**Void after 90 days**" or "**Two Signatures Required**," unless the Bank has specifically agreed to do so.

The Customer agrees that the Customer will use black ink when writing out a check, and that the Customer will not use any checks that contain background designs, prints or colors that interfere with the Bank's or any other bank's ability to produce a digital image of the Customer's check. If the Customer does so, the Customer will be responsible for any losses the Customer or another person suffers because of the inability to produce a readable digital image of the Customer's check.

Facsimile and Multiple Signatures. If the Customer uses a stamp or other device to imprint a facsimile of the Customer's signature on the Customer's checks, withdrawal slip or other form, the Customer is responsible for the use of the stamp or other device. The Customer agrees that the Bank may pay any check or other payment order bearing the Customer's facsimile signature, regardless of who placed the signature on the check or payment order.

If the Customer requires multiple authorized signers to place their signatures on the Customer's checks, the Customer agrees that the Bank will not be liable for paying a check that is missing one or more such signatures if the Bank's procedure for verifying maker signatures is commercially reasonable.

Check Verification or Positive Pay Services. The Customer agrees that, if the Customer writes a substantial number of checks each month, the Customer's failure to utilize any service the Bank offers whereby the Bank can determine whether a check that is presented for payment was, in fact, issued by the Customer, constitutes a failure to exercise ordinary care under applicable provisions of state law. This means that the Customer will be responsible for unauthorized signatures and counterfeit checks in circumstances where the Bank has met the Bank's standard of care.

5. **Overdrafts and Unavailable Funds.**

If the Customer writes a check or other order or otherwise requests a withdrawal from the Account for more money than the Customer has available for withdrawal from the Account, the Bank may either permit the Customer to withdraw the funds by complying with the payment order or the Bank may refuse to honor the payment order. The Bank will not be liable to the Customer if the Bank chooses to honor such a payment order. If the Bank honors the Customer's payment order, the Customer agrees to pay the Bank the amount of the overdraft immediately. The Customer may incur a fee for each payment order that is presented against the Account when the Customer does not have sufficient available funds.

If the Bank takes any legal action to collect any amount that the Customer owes the Bank, such as filing a lawsuit, the Customer will pay the Bank's reasonable expenses, including attorneys' fees.

6. **Statements.** The Bank's statement with respect to the Account may: (a) be sent by ordinary mail at the risk of and to the address furnished it by the Customer or (b) to the extent that the Customer is using the Bank's FUNDSMANAGER® service, be made available to the Customer through FUNDSMANAGER®. The correctness of each statement shall be deemed admitted by the Customer unless notice of a discrepancy is received by the Bank from the Customer promptly, but in any event not later than 30 calendar days (or such lesser period as may be provided by law) after mailing of the statement. The Bank may not send the Customer a statement if the Customer's statement is returned to the Bank because the Customer has had a change in address without notifying the Bank pursuant to the Cash Management Services Agreement. The Bank also may not send the Customer a statement if the Account has been inactive. When the Bank places the Customer statement in the mail or makes the statement available to the Customer as the Bank has agreed, the Customer's statement will be deemed to be delivered to the Customer.

7. **Copies of Checks.** The Bank will keep copies of the front and back of each check paid for a period of seven years. The Customer may request a copy of any check during that period, but the Bank does not have to provide copies after seven years have elapsed. The Customer agrees that, by retaining the check copy, the Bank has made the check available to the Customer in a reasonable manner. If the Bank is unable to produce a legible copy of any check, the Customer agrees that the Bank will not be liable for more than any actual damages the Customer may incur as a direct result of the Bank's failure.
8. **Unauthorized Items.** **If a claim is made to the Bank for the recovery of all or any part of any collected item (including any item cashed for the Customer) after the final payment thereof on the ground that such item was altered or bore a forged or unauthorized endorsement or was otherwise not properly payable, the Bank may withhold the amount thereof from the Account or from any other account maintained by the Customer with the Bank until the determination of such claim. The Bank requires that any request to stop payment on any item be in writing and that the Bank shall have a period of at least three hours after receipt at its New York Branch of the written request to put the stop payment order into effect.**
9. **Abandoned Accounts.** If the Account remains inactive for the time specified by New York state law, the Account is considered abandoned. The Bank is then required by applicable law to turn the funds over to the state after any applicable notices are sent to the Customer. In order to keep the Account active, the Customer must make deposits to or withdrawals from the Account or communicate with the Bank in writing about the Account. These rules apply regardless of what type of account the Customer has with the Bank.
10. **Cash Management Services Agreement.** These Terms are incorporated by reference into, and are hereby made a part of, the Cash Management Services Agreement, which has been signed by the Customer. The Customer acknowledges that it is also bound by the terms and conditions of the Cash Management Services Agreement. If there are any inconsistencies between these Terms and the Cash Management Services Agreement, these Terms will prevail. Other than as set forth in the Cash Management Services Agreement (or any attachment thereto), these Terms supersede and replace all oral or written proposals, representations, understandings and agreements previously made or existing with respect to the subject matter hereof, including, without limitation, the Deposit Account Agreement (if entered into by the Bank and the Customer).
11. **Termination.** The Bank reserves the right to terminate the Account at any time and without notice. In addition, these Terms may be terminated in accordance with the terms of Section 23 of the Cash Management Services Agreement. If the Cash Management Services Agreement is terminated pursuant to its terms, these Terms will automatically terminate.
12. **Amendments.** These Terms may be amended or supplemented by the Bank at any time or times by sending notice thereof to the Customer.
13. **Assignment and Transfer.** Except as set forth herein, the assignment of the Account is prohibited and will not be recognized by the Bank. The Account is not negotiable and not transferable except on the Bank's books. The Account may be assigned as collateral for a loan made by the Bank or the Bank's affiliates, but not by others without the Bank's express prior written consent.
14. **Waiver/Modification.** No waiver or modification hereof shall be deemed to be made by the Bank unless in writing and signed by the Bank. The Bank and the Customer hereby waive their respective rights to demand trial by jury.

15. **Changing or Closing the Account.** The Bank will send the Customer a notice telling the Customer that the Bank has changed the Account type if the change adversely affects the Customer or that the Bank has closed the Account. The Customer may close the Account at any time by delivering a written request to the Bank to close the Account. The Customer must tell the Bank the Customer is closing the Account. Merely withdrawing all the funds in the Account does not automatically close the Account.

The Bank may close the Account at any time without prior notice to the Customer. The Bank may close the Account for any reason, including but not limited to fraudulent or counterfeit check activity in the Account. The Bank will not be liable to the Customer for dishonoring any check or other payment order presented for payment after the Bank closes the Account. The Bank will mail the Customer a notice that the Bank has closed the Account and a check for the final balance.

16. **Controversy.** If the Bank reasonably believes there is a controversy regarding the ownership or any other aspect of the Account, the Bank may refuse to allow any withdrawals or any other actions with respect to the Account until the controversy is resolved. The Bank may also permit withdrawals or other actions to be taken in accordance with these Terms. If the Bank does not permit any action to be taken or withdrawal to be made in such circumstances, the Bank will not be responsible for the Bank's refusal to permit the withdrawal or other action. The Bank may also remove any funds in dispute and deposit them with a court of competent jurisdiction for a determination as to whom the funds should be paid. If the Bank does this, the Bank may be reimbursed for the Bank's attorneys' fees from the funds on deposit with the court.

17. **Limitation of Liability.** The Bank's liability to the Customer in connection with these Terms and/or the Account shall be limited as set forth herein and in the Cash Management Services Agreement, including, without limitation, Section 22 thereof.

18. **Governing Law.** These Terms shall be governed by, and construed in accordance with, the laws of the State of New York, without reference to principles of conflicts of law.

DEPOSITS ARE NOT COVERED BY FDIC INSURANCE

EXHIBIT B

TO MASTER BANKING AND CASH MANAGEMENT SERVICES AGREEMENT

ZERO BALANCE ACCOUNT TERMS *(Sweep to Canada)*

These Zero Balance Account Terms (these “**Terms**”) set out the terms and conditions pursuant to which the service of operation and maintenance of the Zero Balance Account (Sweep to Canada) Service (the “**Balance Account Service**”) shall be governed. The Balance Account Service is one of the Services which the Customer has selected pursuant to the Master Banking and Cash Management Services Agreement by and between National Bank of Canada, New York Branch (the “**Bank**”) and the Customer (the “**Cash Management Services Agreement**”).

Subject to the terms hereof, the Balance Account Service enables the Customer to have funds in each account designated as a ZBA (as defined herein) transferred into a master central concentration account (the “**Concentration Account**”) in US Dollars opened by the Customer with National Bank of Canada, in Canada. By authorizing the Bank to open and maintain the Balance Account Service, the Customer has accepted and agrees to be bound by these Terms. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Cash Management Services Agreement.

1. SERVICES:

- A. The Bank shall establish one or more zero balance accounts (each, a “**ZBA**”) for the several subsidiaries, divisions and/or other affiliates of the Customer listed in the Application (each, an “**Affiliate**”) as the holder of the ZBA identified therein. Where any Affiliate is a legal person distinct from the Customer, such Affiliate shall acknowledge and signify its acceptance of these Terms in writing.
- B. As specified in the Application, the Bank shall establish one or several accounts of intermediate levels between the Concentration Accounts and each ZBA (each, a “**ZBA-Parent Account**”) to coordinate processing for certain Affiliates.
- C. On each Bank Business Day, in accordance with the Bank’s customary practices, the Bank shall credit and, upon presentation of payment of item(s) properly drawn, debit the several ZBAs and ZBA-Parent Accounts for items drawn on such accounts or charge back any such item that is returned unpaid. The term “**Bank Business Day**” as used in these Terms is defined as 8:30 AM-3:30 PM on any Business Day.
- D. In the course of demand deposit posting operations, the Bank shall automatically debit and/or credit, on each Bank Business Day, each ZBA by the amount necessary to bring the balance in each such ZBA to zero dollars (the “**Target Amount**”) and credit and/or debit the ZBA-Parent Account with the aggregate amount so debited and/or credited.
- E. In the event of an overdraft in any ZBA arising from the demand deposit posting operations undertaken pursuant to subsection D of this Section 1, the Bank shall automatically debit the ZBA-Parent Account or Concentration Account and effectuate a corresponding credit to the ZBA with such overdraft in the amount necessary to bring the balance of such ZBA to the Target Amount.

- F. In the course of demand deposit posting operations, the Bank shall automatically debit and/or credit, on each Bank Business Day, each ZBA-Parent Account by the amount necessary to bring the balance in each such ZBA-Parent Account to a predetermined Target Amount and credit or debit the next level ZBA-Parent Account, if any, or the Concentration Account with the aggregate amount so debited or credited. All ZBA levels will be so debited or credited to bring each to its Target Amount until all debits and credits reach the Concentration Account.
- G. In the event of an overdraft in any ZBA-Parent Account arising from the demand deposit posting operations undertaken pursuant to subsection F of this Section 1, the Bank shall automatically debit the next level ZBA-Parent Account, if any, or the Concentration Account, if applicable, and effectuate a corresponding credit to the ZBA-Parent Account as shall be necessary to bring the balance of such ZBA-Parent Account to the applicable Target Amount.

2. **NO EXTENSION OF CREDIT:** The provision by the Bank of the Balance Account Service set forth herein is not to be construed as an agreement or commitment by the Bank to extend credit to the Customer or to any Affiliate thereof.

3. **AMENDMENT OF THESE TERMS; DELETION OF ACCOUNTS; FUNDING OF CONCENTRATION ACCOUNT:**

Subsection A of Section 1 of these Terms may be amended from time to time upon the written request of the Customer; *provided* that the Bank shall have a reasonable time to act on any such amendment. The Bank reserves the right to (1) delete any one or more accounts from the ZBA system upon notice to the Customer, (2) suspend provision of the Balance Account Service hereunder to the Customer, (3) require the Customer to fund the Concentration Account and/or any ZBA or ZBA-Parent Account with Collected Funds (as hereinafter defined) in an amount sufficient to pay items drawn on such account(s) and presented to the Bank prior to the Bank's payment of such items and (4) decline to process, delay processing or dishonor any payment or item drawn upon the Concentration Account or ZBA-Parent Account if there are not sufficient collected balances among all accounts. For purposes of these Terms, and notwithstanding any availability schedules previously furnished to the Customer, the term "**Collected Funds**" shall refer to items which the Bank determines have been finally paid or finally settled.

4. **REPRESENTATIONS AND WARRANTIES OF THE CUSTOMER AND EACH AFFILIATE:**

The Customer represents and warrants on its behalf and on behalf of each of its Affiliates that it and each of its Affiliates has the corporate power and authority to effect the centralization of corporate cash control of the Customer and its Affiliates and to be bound by these Terms on behalf of itself and each of its Affiliates as contemplated by these Terms. The Customer agrees to supply, upon the Bank's request, any authorization, consent or other document confirming such power and authority of the Customer and its Affiliates and shall hold the Bank harmless from and indemnify the Bank against any and all liabilities and losses, claims or damages, including reasonable attorneys' fees, which may arise or be created from any breach by the Customer of the foregoing representations and warranties.

5. CREDIT OF ITEMS; PAYMENT OF ITEMS; REVERSAL OF CREDITS; NETTING OF OVERDRAFTS AND BALANCES:

- A. The Customer understands and agrees that (1) the Bank shall credit to the Concentration Account, ZBAs and ZBA-Parent Accounts items received for deposit to such accounts in accordance with the availability schedules the Bank elects to apply to the Customer and (2) if an item is received by the Bank for deposit to the credit of the Customer but such item fails to indicate clearly the account to which it is to be deposited, the Bank may, in its sole discretion, deposit the item to the account of the Customer the Bank determines to be most appropriate for such item.
- B. The Bank shall pay items drawn on the Concentration Accounts and the ZBA-Parent Accounts in whatever order the Bank, in its sole discretion, deems necessary or convenient and the Bank may charge any ZBA, Concentration Account or ZBA-Parent Account for items, fees or other amounts drawn upon, due from or otherwise chargeable to or against any other account, whether the Concentration Account, a ZBA or a ZBA-Parent Account. The Bank reserves the right to (1) reverse any provisional credits to the Concentration Account or any of the ZBAs or ZBA-Parent Accounts for an item and the right in such circumstances to reverse any and all entries to the Concentration Account, the ZBAs or ZBA-Parent Accounts that may arise from said provisional credit and (2) net positive balances in the Concentration Account and the ZBAs or ZBA-Parent Accounts against overdrafts in any such accounts for the purposes of meeting reserve and related reporting requirements imposed upon the Bank.
- C. The Bank reserves all rights it may have with regard to demand deposit accounts by operation of law in dealing with the Concentration Account, ZBAs and ZBA-Parent Accounts.

6. LIABILITY OF CUSTOMER AND AFFILIATES:

- A. In addition to the rights reserved by the Bank in Section 3 hereof, the Bank may charge other accounts of the Customer or an Affiliate with the Bank, if adequate funds are not otherwise obtainable from any ZBA, the Concentration Account or ZBA-Parent Accounts, for items, fees or other amounts drawn upon, due from or otherwise chargeable to or against any ZBA, the Concentration Account or ZBA-Parent Account.
- B. Notwithstanding any other provision of these Terms, it is expressly acknowledged and agreed that the Customer and each of its Affiliates shall be and hereby are made jointly and severally liable for any losses, costs, damages and expenses incurred by the Bank in maintaining the Balance Account Service.

7. CASH MANAGEMENT SERVICES AGREEMENT; DEPOSIT ACCOUNT TERMS; INCONSISTENCIES WITH OTHER AGREEMENTS: The entirety of these Terms are incorporated into and hereby made a part of the Cash Management Services Agreement, which has been or will be signed by the Customer, and the Customer's deposit account terms (the "**Deposit Account Terms**") which govern the terms and conditions of the operation and maintenance of the Customer's deposit account. The Customer acknowledges that it is also bound by the terms and conditions of the Cash Management Services Agreement and the Deposit Account Terms.

For greater certainty, each ZBA is an Account as defined (1) in the Cash Management Services Agreement or, (2) where the Affiliate for which the ZBA is opened and held is a legal person

separate from the Customer, in the Master Banking and Cash Management Services Agreement by and between the Bank and such Affiliate.

If there are any inconsistencies between these Terms, on the one hand, and the Cash Management Services Agreement and/or the Deposit Account Terms, on the other hand, these Terms will prevail. These Terms and the Cash Management Services Agreement supersede and replace in its entirety the Target/Zero Balance Account Agreement (Sweep to Canada) between the Customer and the Bank, to the extent such agreement was entered into by the Customer and the Bank.

- 8. TERMINATION:** These Terms shall continue until terminated in accordance with the terms of Section 23 of the Cash Management Services Agreement. If either the Cash Management Services Agreement is terminated, or the Customer no longer maintains a deposit account with the Bank, these Terms will automatically terminate.
- 9. LIMITATION OF LIABILITY:** The Bank's liability to the Customer in connection with these Terms and/or the Balance Account Service shall be limited as set forth herein and in the Cash Management Services Agreement, including, without limitation, Section 22 thereof.

SCHEDULE A

TO MASTER BANKING AND CASH MANAGEMENT SERVICES AGREEMENT FUND\$MANAGER® INTERNET CUSTOMER TERMS

These FUND\$MANAGER® Internet Customer Terms (these “**Terms**”) govern the terms and conditions pursuant to which the Bank shall provide the FUND\$MANAGER® Internet Service (“**FUND\$MANAGER®**”) to the Customer. By initiating or selecting, as a Service, FUND\$MANAGER® pursuant to the Master Banking and Cash Management Services Agreement, the Customer has accepted and agrees to be bound by these Terms. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Cash Management Services Agreement.

1. **General.** FUND\$MANAGER® is an Internet-based service that allows the Customer to electronically receive information about activity in the Customer’s accounts and to initiate certain electronic transactions. FUND\$MANAGER® consists of information reporting, transaction initiation and instruction entry services. By selecting or otherwise using FUND\$MANAGER®, the Customer agrees to use FUND\$MANAGER® only for bona fide and lawful purposes permitted under these Terms and to update the Customer’s software and hardware if necessary to use FUND\$MANAGER®.
2. **Consent to Electronic Communication.** The Customer agrees that any and all disclosures and communications regarding FUND\$MANAGER®, including these Terms, may be made electronically or otherwise distributed to the Customer. Any electronic disclosure or communication the Bank makes will be considered made when transmitted by the Bank.
3. **Stop Payment.**
 - A. Subject to these Terms, this Section 3 governs the terms and conditions pursuant to which the Bank will provide to the Customer “Stop Payment” service (the “**Stop Payment Service**”) through and subject to the procedures of FUND\$MANAGER® in which the Customer will enter instructions identifying a specific item. The Bank shall provide timely acknowledgment of the receipt of such instruction. The Customer must provide the Bank with a written request to remove an order for a Stop Payment Service. In processing the request, the Bank shall rely on information provided by the Customer. Neither the Bank nor its agents, employees, representatives, officers or directors shall be liable for any mistake, keying error or omission made by the Customer with respect to such information. By selecting pursuant to the Cash Management Services Agreement, or initiating, the Stop Payment Service, the Customer accepts and agrees to be bound by this Section 3.
 - B. The Bank shall have a reasonable time (not less than 12 hours) in which to review and activate the Stop Payment Service. If the Bank is unable to process the Stop Payment Service, it shall notify the Customer by telephone no later than the close of business on the following Business Day. Checks paid before the effective date of the Stop Payment Service are the responsibility of the Customer.
 - C. The Bank shall provide the Customer with written confirmation in accordance with Section 25.D of the Cash Management Services Agreement when the Stop Payment Service request has been placed.

- D. All Stop Payment Service orders received by the Bank through the Customer's use of FUND\$MANAGER® will be governed by the provisions of this Section 3 and the New York Uniform Commercial Code.
- E. In the event access to FUND\$MANAGER® is suspended or terminated for a reason beyond the control of the Bank, the contingency method to initiate Stop Payment Service orders shall be by means of a telephone call to the Bank at 1-800-887-0872 in conformity with the operating procedures, deadlines and security safeguards established for Stop Payment Services and advised to the Customer by the Bank.
- F. In order to avail itself of, and initiate, the Stop Payment Service, the Customer will specify, on the Application, the list of those persons authorized to make or verify Stop Payments on behalf of the Customer (the "**Stop Payment Authorized Persons List**").
- G. The Stop Payment Authorized Persons List shall be executed by duly authorized officers of the Customer whose authority and incumbency shall be attested to by the Secretary or an Assistant Secretary (or other authorized person acceptable to the Bank, in its sole discretion) of the Customer. The Customer is authorized to amend the list from time to time in reliance upon a writing executed in accordance with the foregoing; provided, however, that the Bank shall have a reasonable time to act upon any such proposed amendment.

4. **Wire Transfer Service.** Subject to these Terms, this Section 4 governs the terms and conditions pursuant to which the Bank will provide to the Customer a "Wire Transfer Module" service (the "**Wire Transfer Service**") through and subject to the procedures of FUND\$MANAGER®, set forth in these Terms, in which the Customer will enter instructions identifying a specific transfer using the appropriate Logon Number and Password. The Bank will initiate the electronic transfer of funds in response to requests from the Customer ("**Transfer Requests**") via established electronic funds transfer networks (e.g., Fedwire, SWIFT or CHIPS) to charge or credit, as appropriate, a specified Account in the amount of each electronic funds transfer requested by the Customer hereunder. By selecting pursuant to the Cash Management Services Agreement, or initiating, the Wire Transfer Service, the Customer accepts and agrees to be bound by this Section 4.

- A. In order to avail itself of, and initiate, the Wire Transfer Service, the Customer will furnish the Bank, pursuant to clause B below, with a list of persons authorized ("**Wire Transfer Authorized Persons**") to make or verify Transfer Requests on behalf of the Customer (the "**Wire Transfer Authorized Persons List**").
- B. The Customer has two options with respect to the Wire Transfer Authorized Persons List. By filling out the Authorized Persons List set forth on the Application:
 - (a) the Customer may require only one Wire Transfer Authorized Person to initiate and release a transaction ("**Single Level of Security**"); and/or
 - (b) the Customer may require two Wire Transfer Authorized Persons to complete a transaction, one Authorized Person to initiate the transaction and another Wire Transfer Authorized Person to release the transaction ("**Dual Level of Security**").
- C. The Wire Transfer Authorized Persons List shall be executed by duly authorized officers of the Customer whose authority and incumbency shall be attested to by the Secretary or an Assistant Secretary (or other authorized person acceptable to the Bank, in its sole

discretion) of the Customer. The Customer is authorized to amend the list from time to time in reliance upon a writing executed in accordance with the foregoing; provided, however, that the Bank shall have a reasonable time to act upon any such proposed amendment.

5. **ACH-Origination Service Terms: Automated Wholesale Lockbox Terms.** If the Customer has initiated or selected the Bank's services for the initiation of debit and credit of entries by means of the Automated Clearing House (the "**ACH Origination Service**"), these Terms shall also apply to the ACH Origination Service to the extent entries thereunder are transmitted via FUND\$MANAGER®. If the Customer has initiated or selected the Bank's services for the automated lockbox service (the "**Automated Lockbox Service**"), these Terms shall also apply to the Automated Lockbox Service to the extent reports or deposits thereunder are transmitted via FUND\$MANAGER®.
6. **The Customer's Password.** The Customer must appoint individuals who are authorized to designate other individuals within the Customer's organization to act as "**Authorized Individuals.**" The persons so appointed are also responsible for monitoring and controlling access to services that require passwords, PIN numbers, keys or the functional equivalents thereof. The Customer should appoint at least two individuals who shall provide to Authorized Individuals the password the Customer uses to access FUND\$MANAGER® (the "**Customer's Password**"). The Customer should treat the Customer's Password with the same degree of care and secrecy that the Customer uses to protect its other identification numbers or sensitive financial data. It is the Customer's responsibility to protect the Customer's Password. If the Customer authorizes any other person or entity to use the Customer's Password, such authorization shall be deemed without limitation, and the Bank shall be entitled to rely on any entries or instructions made by or on behalf of such person or entity using the Customer's Password until (i) the Customer has revoked such authorization, changed the Customer's Password and provided the Bank with written notice of such revocation and (ii) the Bank has had a reasonable opportunity to act upon such notice. If the Customer believes that the Customer's Password has been lost or stolen, the Customer should contact the Bank immediately by calling the Bank at 1-800-887-0872 and sending notice to the Bank in accordance with Section 25.D of the Cash Management Services Agreement.
7. **Third-Party Banks.** Based upon information provided by the Customer, the Bank shall supply written instructions to third-party banks to permit data exchange with respect to the Customer's accounts at such third-party banks. The Bank is unable to assume any responsibility or liability for the accuracy or timeliness of any data supplied by or to such participating third-party banks. Information concerning FUND\$MANAGER® processing schedules and availability schedules will be provided to the Customer by the Bank from time to time as such schedules are established or amended by the Bank.
8. **Waiver of Warranties and Damages.** The Customer agrees and acknowledges as follows:

FUND\$MANAGER® is provided "as is" and with any or all faults, and the Bank hereby disclaims for itself and each other entity involved in the provision of FUND\$MANAGER®, all warranties, either express, implied or statutory, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose and lack of viruses.

The Bank and each other entity involved in the provision of FUND\$MANAGER® shall have no responsibility for any loss or damage arising in connection with the use of FUND\$MANAGER® and related software (including any new versions or customized versions thereof or any services related thereto) unless caused by the Bank's willful misconduct or gross negligence. The Customer

will be solely responsible for the accuracy and adequacy of the data that the Customer provides in connection with FUND\$MANAGER®.

9. **Limitation of Liability.** The Bank's liability to the Customer in connection with these Terms and/or the Services hereunder shall be limited as set forth herein and in the Cash Management Services Agreement including, without limitation, Section 22 thereof.
10. **Governing Law.** These Terms shall be governed by, and construed in accordance with, the law of the State of New York, without reference to principles of conflicts of laws provisions, and by applicable U.S. federal laws and regulations.
11. **Amendments.** These Terms may be altered or amended by the Bank from time to time. In such event, the Bank will send notice to the Customer as provided in the Cash Services Management Agreement. Any use of FUND\$MANAGER® after the Bank sends the Customer a notice of change will constitute the Customer's agreement to such change(s). The Customer may terminate the Terms as provided below if the Customer does not agree with any such amendments; provided, that the Customer has paid all fees due and owing to the Bank.
12. **Termination of FUND\$MANAGER®.**
 - A. These Terms (and FUND\$MANAGER®) may be terminated as set forth in Section 22 of the Cash Management Services Agreement.
 - B. The Bank may suspend or terminate the Customer's access to FUND\$MANAGER® at any time, without notice and for any reason. The Bank will attempt to provide the Customer with prior notice of suspension or termination by sending notice of termination, but the Bank will not, in any event, be obligated to do so.
 - C. If the Cash Management Services Agreement is terminated pursuant to its terms, or the Customer no longer maintains a deposit account with the Bank, these Terms will automatically terminate.
 - D. Neither termination nor discontinuation of FUND\$MANAGER® shall affect the Customer's liability for transactions initiated through FUND\$MANAGER® using the Customer's Password. If the Bank terminates the Customer's service, transactions scheduled for dates after the date of termination will be canceled.
13. **Assignment.** The Customer may not assign these Terms to any other party nor may the Customer resell, assign or provide the benefits of, or access to, FUND\$MANAGER® to any other person.
14. **Cash Management Services Agreement; Entire Agreement.** These Terms are incorporated by reference into, and are hereby made a part of, the Cash Management Services Agreement. These Terms, the Cash Management Services Agreement and, to the extent any Services utilize FUND\$MANAGER®, the terms of such Services, are the complete and exclusive agreement between the Customer and the Bank related to FUND\$MANAGER®. In the event of a conflict between these Terms, on the one hand, and the Cash Management Services Agreement and/or the terms of any applicable Services, on the other hand, these Terms will control. These Terms and the Cash Management Services Agreement supersede and replace in its entirety the FUND\$MANAGER® CUSTOMER AGREEMENT between the Customer and the Bank, to the extent such agreement was entered into by the Customer and the Bank.

15. **Waivers**. No delay or omission by the Bank in exercising any rights or remedies under these Terms will impair such right or remedy or be construed as a waiver of any such right or remedy. If the Bank exercises any right or remedy, in whole or in part, that exercise will not prevent the Bank from any further or future exercise of such right or remedy or any other right or remedy. No waiver will be valid unless in writing signed by the Bank.

Attachment 1 to SCHEDULE A
ALERT (SMS & EMAIL) TERMS

Alerts. Your enrollment in FUND\$MANAGER® (the “Service”) includes enrollment to receive transaction alerts and notifications (“Alerts”). Alerts are electronic notices from us that contain transactional information about your National Bank of Canada account(s). Account Alerts and Additional Alerts must be managed and/or added online through the Service. We may add new alerts from time to time, or cancel old alerts. We usually notify you when we cancel alerts, but are not obligated to do so. National Bank of Canada reserves the right to terminate its alerts service at any time without prior notice to you. By receiving or otherwise using these services, you agree to the following terms for these services.

Methods of Delivery. We may provide alerts through one or more channels (“endpoints”): (a) a mobile device, by text message, (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your FUND\$MANAGER® message inbox. You agree to receive alerts through these endpoints, and it is your responsibility to determine that each of the service providers for the endpoints described in (a) through (c) above supports the email, push notification, and text message alerts provided through the alerts service. Please be advised that text or data charges or rates may be imposed by your endpoint service provider, and you are responsible for any and all such charges or rates. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number. The mobile phone numbers and e-mail address you provide are neither reviewed nor verified by us prior to or following activation of the alerts service.

Alerts via Text Message. To stop alerts via text message, text "STOP" to 99588 at anytime. Alerts sent to your primary email address will be unaffected by this action. To restore alerts on your mobile phone, just visit the alerts tab in FUND\$MANAGER®. For help with SMS text alerts, text “HELP” to 99588. In case of questions please contact customer service at 1-844-413-5613. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

Limitations. National Bank of Canada provides alerts as a convenience to you for information purposes only. An alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside National Bank of Canada’s control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold National Bank of Canada, its directors, officers, employees, agents, and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

Alert Information. As alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your alerts will be able to view the contents of these messages.

Cash Management Services Agreement; Entire Agreement. These Terms are incorporated by reference into, and are hereby made a part of, the Cash Management Services Agreement. In the event of a conflict between these Terms, on the one hand, and the Cash Management Services Agreement and/or the terms of any applicable Services, on the other hand, these Terms will control.

SCHEDULE B

TO MASTER BANKING AND CASH MANAGEMENT SERVICES AGREEMENT AUTOMATED WHOLESALE LOCKBOX TERMS

These Automated Wholesale Lockbox Terms (these “**Terms**”) govern the terms and conditions pursuant to which the Bank shall provide the Automated Wholesale Lockbox Service (the “**Lockbox Service**”) to the Customer, which is one of the Services that the Customer has selected or initiated pursuant to the Cash Management Services Agreement. By initiating or selecting the Lockbox Service pursuant to the Cash Management Services Agreement, the Customer has accepted and agrees to be bound by these Terms. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Cash Management Services Agreement.

1. PROCEDURES:

- A. The Bank will rent a (site)_____ **Lockbox Post Office Box** (the “**Lockbox**”) for acceptance of the Customer’s items (checks) to be processed by the Bank. Annual rental for the Lockbox will be included in the monthly maintenance fee charged to the Customer’s Lockbox account with the Bank. The Customer will be notified separately of the Lockbox mailing address consisting of the Customer’s name and a Bank-assigned Lockbox number and address.
- B. The Bank will collect the contents of the Lockbox daily on each Bank Business Day. A “**Bank Business Day**” is defined as 8:30 AM - 3:30 PM, on any Business Day. The Bank will open the envelopes and remove the contents.
- C. The Bank will process all Lockbox remittances based on the standard processing procedures, options listed below (requests for processing exceptions will be considered as to their feasibility on a case-by-case basis):
 1. All checks will be photocopied.
 2. Checks with missing signatures will be stamped “Contact Maker for Signature” and processed.
 3. Items drawn on a non-US bank and items denominated in any foreign currency will not be processed. US dollar checks, drawn on a Canadian bank, will be processed by the Bank.
 4. All items marked “Paid In Full” (or similar wording) will not be processed.
 5. When a discrepancy appears between the written amount and the amount in the check courtesy box, any such check will be encoded for the amount on the invoice or remittance advice; if none, the check will be encoded with the written amount.
 6. Postdated checks and stale checks (checks that are six (6) or more months old) will be processed.
 7. A missing date on a check will be filled with the postmark date and processed.

The processing of any Lockbox remittances based on non-standard processing procedures by the Bank (including, without limitation, those described in items 2 and 6 above) shall in no event be construed as a guarantee as to their acceptance by the drawee institution.

D. The Bank will provide to the Customer daily reports (“**Lockbox Reports**”) accessible via the Bank’s FUND\$MANAGER® Internet Service (“**FUND\$MANAGER®**”) on the same day Lockbox deposits are made through FUND\$MANAGER®. The Lockbox Reports will include the following:

1. Wholesale Lockbox Detail Report - This report shows the following remittance information (items A-E are automatically captured at no charge from the Magnetic Ink Character Recognition line of the remitter’s check):

- (a) Check Amount
- (b) Deposit Date
- (c) Batch Number
- (d) Item Number
- (e) Batch, Lockbox, Site, Company and Grand Totals
- (f) Additional Remittance Information as may be requested in the Application

2. **INSPECTION OF CHECKS:**

A. The Bank will deposit checks on which the payee or endorser is as set forth above, and shall have the option of returning to the Customer any check bearing a different payee or endorser.

B. If the Customer has multiple acceptable payees, as noted below, the Customer hereby authorizes the Bank to accept, process and deposit checks into the account designated in Section 4.B, with acceptable payee(s), other than and in addition to the Customer, as follows:

3. **MAILING INSTRUCTIONS:** At the Customer’s request, the Bank will mail to the Customer, at the Customer’s address, packages that include the following materials (additional service fees apply):

- A. Remittance Data (includes invoices, check photocopies, proof tapes).
- B. Credit Advice.
- C. Correspondence, if any.
- D. No Deposit Report.
- E. Unprocessable Items.

4. **DEPOSIT OF CHECKS:**

A. The Bank will endorse all checks and other instruments received on behalf of the Customer.

B. The Bank will make at least one deposit on each Bank Business Day and will credit the Customer’s demand deposit account specified in the Application.

5. **RETURNED CHECKS:** The Bank will debit the Customer's demand deposit account for any checks which are returned unpaid. The Bank will not redeposit these checks unless it has written authorization to do so. The Customer agrees hereby to unconditionally and promptly reimburse the Bank for the full amount of all returned checks even if the Lockbox has been closed and/or these Terms have been terminated or the Customer's demand deposit account has been closed.
6. **TERMINATION:** These Terms shall continue until terminated in accordance with the terms of Section 23 of the Cash Management Services Agreement. If either the Cash Management Services Agreement or FUND\$MANAGER® is terminated, or the Customer no longer maintains a deposit account, these Terms will automatically terminate.
7. **CASH MANAGEMENT SERVICES AGREEMENT; INCONSISTENCIES WITH OTHER AGREEMENTS:** The entirety of these Terms are incorporated into and hereby made a part of the Cash Management Services Agreement, which has been signed by the Customer. The Customer acknowledges that it is also bound by the terms and conditions of the Cash Management Services Agreement, the FUND\$MANAGER® Internet Customer Terms, which governs the terms and conditions of FUND\$MANAGER®, and the Customer's deposit account terms (the "**Deposit Account Terms**") which govern the terms and conditions of the operation and maintenance of the Customer's deposit account. If there are any inconsistencies between these Terms, on the one hand, and the Cash Management Services Agreement, the FUND\$MANAGER® Internet Customer Terms and/or the Deposit Account Terms, on the other hand, these Terms will prevail.

These Terms and the Cash Management Services Agreement supersede and replace in its entirety the Automated Wholesale Lockbox Agreement between the Customer and the Bank, to the extent such agreement was entered into by the Customer and the Bank.

8. **LIMITATION OF LIABILITY:** The Bank's liability to the Customer in connection with these Terms and/or the Lockbox Service shall be limited as set forth herein and in the Cash Management Services Agreement including, without limitation, Section 22 thereof.

SCHEDULE C

TO MASTER BANKING AND CASH MANAGEMENT SERVICES AGREEMENT ACH – ORIGINATION SERVICE TERMS

These ACH-Origination Service Terms (these “**Terms**”) govern the terms and conditions pursuant to which the Bank shall provide services (the “**ACH-Origination Service**”) to the Customer for the initiation of debit and credit entries (“**Entries**”) by means of the Automated Clearing House (“**ACH**”). By initiating or selecting the ACH-Origination Service pursuant to the Cash Management Services Agreement, the Customer has accepted and agrees to be bound by these Terms. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Cash Management Services Agreement.

The Customer has requested that the Bank permit it to initiate Entries by means of the ACH network pursuant to these Terms, and the operating rules and operating guidelines, as amended from time to time, of the National Automated Clearing House Association (“**NACHA**”) and any local or regional ACH association (together with the NACHA operating rules and operating guidelines, the “**ACH Rules**”), and the Bank is willing to act as an Originating Depository Financial Institution (“**ODFI**”) with respect to such Entries.

Unless otherwise defined herein, capitalized terms shall have the meanings provided in the ACH Rules or Regulation E, 12 C.F.R. Part 1005. The term “**Entry**” shall have the meaning provided in the ACH Rules and shall also mean the data received from the Customer hereunder from which the Bank prepares Entries.

1. **ACH RULES:**

The Customer acknowledges receipt of a copy of, or has access to, and agrees to comply with and be bound by, the ACH Rules, whether or not an Entry is sent through the ACH network. The Customer acts as “**Originator**” and the Bank acts as ODFI with respect to Entries. The ACH Rules govern if they conflict with these Terms.

2. **TRANSMISSION OF ENTRIES:**

A. The Customer may transmit CCD (Corporate Credit or Debit Entry), PPD (Pre-arranged Payment & Deposit) and CTX (Corporate Trade Exchange) Entries pursuant to these Terms. The Customer will conform all Entries to the format, content and specifications contained in the ACH Rules and in accordance with the security procedures described in Attachment 1 (Security Procedures) to these Terms. The Customer authorizes the Bank to transmit all Entries received by the Bank from the Customer in accordance with these Terms and to credit or debit Entries to the specified accounts. The Customer agrees that its ability to originate Entries under these Terms is subject to exposure limits in accordance with the ACH Rules.

B. The Customer may elect to transmit Entries to the Bank through FUNDSMANAGER® or any other means of electronic transmission that is (i) compatible with the Bank’s computer systems and (ii) approved by the Bank.

C. No time constraint shall apply for transmitting the Entries to the Bank, however, any Entry not transmitted to the Bank within a Bank Business Day will be deemed received on the following Bank

Business Day; provided, that any Entry is received by the Bank within a Bank Business Day, the processing of such ACH file shall be initiated by the Bank on the same day. For the purposes of this ACH-Origination Service, a “**Bank Business Day**” is defined as 8:30 AM – 3:30 PM on any Business Day.

D. Data transmissions to the Bank from the Customer for ACH debits to the Customer’s account designated in Section 3 below should be sent using the Bank’s Transit and Routing number 026005487. The Customer shall be solely responsible for the accuracy and adequacy of any and all data that it provides to the Bank and any resultant output therefrom.

3. DEMAND DEPOSIT TERM:

The Customer authorizes the Bank to debit the Customer’s Demand Deposit Account specified in the Application for the ACH debit amount contained in an Entry transmitted to the Bank:

4. LIMITS ON DISBURSEMENTS:

The Bank shall maintain exclusive access and authority over all Entries. The Bank expressly reserves the right to place a limit on the total dollar amount of Entries transmitted, frequency of origination and debits or credits originated by the Customer to the Bank on any Bank Business Day(s). The rights reserved to the Bank as stated herein shall not be affected by any availability schedules which the Bank may from time to time furnish to the Customer.

5. PRE-NOTIFICATIONS:

If the Customer chooses to originate non-dollar pre-notification Entries to verify the accuracy of routing and account numbers, it agrees to not initiate live dollar Entries until at least three (3) Bank Business Days following the settlement date of the pre-notification Entry. Pre-notifications will be provided to the Bank in the format provided in the ACH Rules. If the Customer receives notice that a pre-notification has been rejected or returned before the opening of business on the second Bank Business Day following the settlement date of the pre-notification Entry, the Customer will research the problem and make any necessary corrections before transmitting another Entry.

6. CASH MANAGEMENT SERVICES AGREEMENT; INCONSISTENCIES WITH OTHER AGREEMENTS:

A. The entirety of these Terms are incorporated into and hereby made a part of the Cash Management Services Agreement, which has been or will be signed by the Customer. The parties acknowledge that they are also bound by the terms and conditions of the Cash Management Services Agreement. If there are any inconsistencies between these Terms and the Cash Management Services Agreement, these Terms will prevail. These Terms and the Cash Management Services Agreement supersede and replace in its entirety any prior agreement, verbal or written, between the Customer and the Bank with respect to the service described herein.

B. The Customer shall also be bound by the deposit account terms (the “**Deposit Account Terms**”), which govern the terms and conditions of the operation and maintenance of the Customer’s deposit account with the Bank and, to the extent FUND\$MANAGER® is used to transmit Entries, the FUND\$MANAGER® Internet Customer Terms. If there is an inconsistency between these Terms, on the one hand, and the Deposit Account Terms and/or the FUND\$MANAGER® Internet Customer Terms, on the other hand, these Terms shall prevail.

C. In the event the performance of the ACH-Origination Service provided herein in accordance with these Terms would result in a violation of any present or future statute, regulation or government policy to which the Bank is subject, and which governs or affects the transactions contemplated by these Terms, then these Terms shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and the Bank shall incur no liability to the Customer as a result of such violation or amendment. No course of dealing between the Bank and the Customer will constitute a modification of these Terms, the ACH Rules or the security procedures, or constitute an agreement between the Bank and the Customer, regardless of whatever practices and procedures the Bank and the Customer may use.

7. LIMITATION OF LIABILITY:

A. The Customer shall be responsible for submitting Entries/ACH files in the required format, and the Customer acknowledges that each Entry/ACH file must contain all the information necessary to allow the Bank to process the files. The Customer shall assume full responsibility for the information provided to the Bank, and the Bank shall have no liability to the extent an Entry does not contain all such necessary information.

B. The Bank shall only be responsible for performing the ACH-Origination Service expressly provided for in these Terms, and the Bank's liability in connection with the ACH Origination Service shall be limited as set forth herein and in the Cash Management Services Agreement, including, without limitation, Section 22 thereof. In the performance of the ACH-Origination Service pursuant to these Terms, the Bank shall be entitled to rely solely on the information, representations and warranties provided by the Customer pursuant to these Terms, and shall not be responsible for the accuracy or completeness thereof. The Bank shall not be responsible for the Customer's acts or omissions (including, without limitation, the amount, accuracy, timeliness of transmittal or authorization of any Entry received from the Customer) or those of any other person, including, without limitation, any Federal Reserve Bank, ACH Operator, or transmission or communications facility, any Receiver or Receiving Depository Financial Institution ("RDFI") (including, without limitation, the return of an Entry by such Receiver or RDFI), and no such person shall be deemed the Bank's agent. The Customer agrees to indemnify the Bank against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any claim of any person that the Bank is responsible for any act of omission by the Customer or any other person described in this Section 7.B.

C. The Bank shall have no liability for any loss or damage sustained by the Customer in connection with the ACH-Origination Service except to the extent such loss or damage is caused solely and directly by the Bank's gross negligence or intentional misconduct with respect to Entries transmitted pursuant to these Terms and only to the extent that the liability is not otherwise excused or further limited by these Terms, the Cash Management Services Agreement and/or applicable law. All exclusions of liability hereunder shall apply, regardless of the form in which a claim for loss or damages is asserted, whether in contract, tort (including negligence), warranty or other legal or equitable grounds. The Bank's liability for any and all losses hereunder shall in no event exceed the total amount transferred by the Customer for the affected ACH-Origination Service as performed by the Bank under these Terms for the preceding thirty (30) calendar days. Subject to the foregoing limitations, the Bank's liability, if any, for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average Federal Funds Rate at the Federal Reserve Bank of New York for the period involved. At the Bank's option, payment of such interest may be made by crediting the Account.

IN NO EVENT AND UNDER NO CIRCUMSTANCES WHATSOEVER SHALL THE BANK BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR INDIRECT LOSS OR DAMAGE WHICH THE CUSTOMER MAY INCUR OR SUFFER IN CONNECTION WITH THESE TERMS, WHETHER OR NOT

THE LIKELIHOOD OF SUCH DAMAGES WAS KNOWN OR CONTEMPLATED BY THE BANK AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY OF LIABILITY WHICH THE CUSTOMER MAY ASSERT, INCLUDING, WITHOUT LIMITATION, LOSS OR DAMAGE FROM SUBSEQUENT WRONGFUL DISHONOR RESULTING FROM THE BANK'S ACTS OR OMISSIONS PURSUANT TO THESE TERMS.

D. Without limiting the generality of the foregoing provisions, the Bank shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond the Bank's control. In addition, the Bank shall be excused from failing to transmit or delay in transmitting an Entry if such transmittal would result in the Bank's having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in the Bank's reasonable judgment would otherwise violate any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.

E. The Customer agrees to hold the Bank harmless for any errors made on the part of a third party provider who creates the ACH file on behalf of the Customer and for any errors made directly by the Customer. In the event of an error, it is the responsibility of the Customer to pursue resolution directly with the third party processor.

F. In the event that monetary penalties are imposed on the Bank by NACHA for the Customer's violation of the ACH Rules, such penalties will be recovered from the Customer if it is deemed by the Bank that the violation was caused by the Customer's disregard of the ACH Rules.

8. SECURITY PROCEDURES:

A. The Customer and the Bank shall comply with the security procedures described in Attachment 1 (Security Procedures) to these Terms with respect to Entries transmitted by the Customer to the Bank. The Customer acknowledges that the purpose of such security procedures is for verification of authenticity and not to detect an error in the transmission or content of an Entry. No security procedures for the detection of any such error have been agreed upon between the Bank and the Customer.

B. In order to avail itself of, and initiate, the ACH-Origination Service, the Customer will specify, on the Application, the list of persons authorized ("**Authorized Persons**") to make or verify Entries, as applicable, on behalf of the Customer (the "**Authorized Persons List**").

The Customer has two options with respect to the Authorized Persons List. By filling out the Authorized Persons List set forth on the Application:

- (i) the Customer may require only one Authorized Person to initiate and release a transaction ("**Single Level of Security**"); or
- (ii) the Customer may require two Authorized Persons to complete a transaction, one Authorized Person to initiate the transaction and another Authorized Person to release the transaction ("**Dual Level of Security**").

C. The Authorized Persons List shall be executed by duly authorized officers of the Customer whose authority and incumbency shall be attested to by the Secretary or an Assistant Secretary (or other authorized person acceptable to the Bank, in its sole discretion) of the Customer. The Customer is

authorized to amend the list from time to time in reliance upon a writing executed in accordance with the foregoing; provided, however, that the Bank shall have a reasonable time to act upon any such proposed amendment.

D. The Customer's Authorized Person(s) will access FUND\$MANAGER® and transmit Entries through use of the Customer's user ID, password and/or other access devices or authentication techniques as the Bank may require from time to time ("**Access Codes**").

E. The Customer is strictly responsible to establish and maintain the procedures to safeguard against unauthorized transmissions. The Customer represents and warrants that no individual will be allowed to initiate transfers in the absence of proper supervision and safeguards and agrees to take reasonable steps to maintain the confidentiality of the security procedures and any Access Codes, security devices and related instructions provided by the Bank in connection with the security procedures described in Attachment 1 (Security Procedures). If the Customer believes or suspects that any such information or instructions have been known or accessed by unauthorized persons, the Customer agrees to notify the Bank immediately followed by written confirmation. The Bank is not responsible for transfers made in good faith prior to receipt of such notification and within a reasonable time period to prevent unauthorized transfers.

9. **COMPLIANCE WITH SECURITY PROCEDURES:**

A. If an Entry (or a request for cancellation or amendment of an Entry) received by the Bank purports to have been transmitted or authorized by the Customer, it will be deemed effective as the Customer's Entry (or request) and the Customer shall be obligated to pay the Bank the amount of such Entry even though the Entry (or request) was not authorized by the Customer, provided the Bank accepted the Entry in good faith and acted in compliance with the security procedures referred to in Attachment 1 (Security Procedures) to these Terms with respect to such Entry. If signature comparison is to be used as a part of those security procedures, the Bank shall be deemed to have complied with that part of such procedures if it compares the signature accompanying a file of Entries (or request for cancellation or amendment of an Entry) received with the signature of an authorized representative of the Customer ("**Authorized Representative**") and, on the basis of such comparison, believes the signature of the Customer sending such file to be that of such Authorized Representative.

B. If an Entry (or request for cancellation or amendment of an Entry) received by the Bank was transmitted or authorized by the Customer, the Customer shall pay the Bank the amount of the Entry, whether or not the Bank complied with the security procedures referred to in Attachment 1 (Security Procedures) to these Terms with respect to that Entry and whether or not that Entry was erroneous in any respect or that error would have been detected if the Bank had complied with such procedures.

10. **PRICING:**

A. The fees payable by the Customer in consideration of the use of the services covered by these Terms shall be subject to the general terms of the Cash Management Services Agreement.

B. Such fees do not include, and the Customer shall be responsible for payment of, any sales, use, excise, value-added, utility or other similar taxes relating to such services, and any fees or charges provided for in these Terms

11. REPRESENTATIONS, WARRANTIES AND AGREEMENTS; INDEMNITY:

A. The Customer acknowledges that its ability to originate Entries under these Terms is subject to (i) the Bank's approval; (ii) receipt by the Bank of all required and properly executed forms, authorizations and such other information as the Bank may reasonably request from time to time in connection with these Terms, including, without limitation, such information about the Customer's financial condition as the Bank may reasonably deem necessary to evaluate and mitigate risks with respect to the Bank's obligations under these Terms; and (iii) the Customer's compliance with these Terms, the ACH Rules and all applicable laws, regulations and orders.

B. The Customer warrants to the Bank all warranties the Bank is deemed by the ACH Rules to make with the respect to Entries originated by the Customer. Without limiting the foregoing, with respect to each and every Entry transmitted by the Customer, the Customer represents and warrants to the Bank and agrees that (i) each Entry is accurate and timely and otherwise complies with the ACH Rules; (ii) each person shown as the "**Receiver**" on an Entry received by the Bank from the Customer 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; (iii) such authorization is operative at the time of transmittal or crediting or debiting by the Bank as provided herein; (iv) each debit Entry is for an amount which on the settlement date of such Entry will be due and owing to the Originator from the Receiver, is for a sum specified by the Receiver to be paid to the Originator, or is to correct a previously transmitted erroneous credit Entry; and (v) the Customer shall obtain all consents and authorizations required under the ACH Rules, shall retain the original or a copy of such consents and authorizations for a period of no less than two (2) years after termination or revocation of such consents or authorizations, and will, upon request of the Bank, furnish such original or copy to the Bank.

C. The Customer acknowledges and agrees that nothing under these Terms gives the Customer the right to initiate transactions as a third-party processor, third-party sender or on behalf of another person or entity. The Customer represents and warrants to the Bank and agrees that each and every Entry transmitted by the Customer is for the Customer's own account.

D. The Customer agrees that Entries transmitted to the Bank by the Customer are limited to those types of Entries set forth in Section 2 (Transmission of Entries) and the Customer represents and warrants to the Bank that each and every Entry transmitted by the Customer shall be limited to those types of Entries allowed under these Terms.

E. The Customer acknowledges that the Bank has a responsibility and reserves the right to monitor and review the Customer's ACH originated activity for compliance with these Terms, the ACH Rules and applicable laws, regulations and orders, as well as for security, legal, fraud and any other legitimate purpose as permitted by law. The Customer agrees to provide the Bank with access to the Customer's premises and records, as well as any information reasonably requested in connection with any such review. If the Customer is found to be in breach of any of these Terms or the ACH Rules, the Bank may terminate or suspend these Terms by giving written notice of such termination or suspension, which will be effective immediately.

F. The Customer represents and warrants that all information provided to the Bank under these Terms is accurate and complete as of the time it is provided. The Customer shall promptly notify the Bank of any material changes to the information provided.

G. The Customer shall indemnify and hold harmless the Bank against any fine, penalty, sanction, loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any breach of any of the foregoing representations, warranties or agreements.

12. SETTLEMENT:

A. The Customer will maintain an Account at all times during the term of these Terms. The Customer shall at all times maintain in the Account a balance of available funds sufficient to cover its payment obligations under these Terms, including all credit Entries initiated by the Customer and any returns or adjustments to prior funds credited at the time such payment obligations are reasonably anticipated to occur. The Bank may, without prior notice or demand, obtain payment of any amount due and payable to it pursuant to these Terms by debiting the Account referenced in Section 3. In the event there are not sufficient available funds in the Account to cover the Customer's obligations under these Terms, the Customer agrees that the Bank may debit any account maintained by the Customer with the Bank, any affiliate of the Bank, or any National Bank of Canada branch, or that the Bank may set off against any amount it owes to the Customer in order to obtain payment of the Customer's obligations under these Terms. The Bank may at any time, and without prior notice to the Customer, refuse, delay or suspend payment of any credit Entries initiated by the Customer or any returns or adjustments to prior funds credited if the applicable Account does not contain sufficient funds to cover such payment obligations. Upon request of the Bank, the Customer agrees to promptly provide to the Bank such information pertaining to the Customer's financial condition as the Bank may reasonably request.

B. The Customer grants the Bank a security interest in the Account to secure all debt and obligations the Customer owes the Bank at all times the Account is open. The Customer also agrees that all collateral it currently has pledged or may hereafter pledge to the Bank will secure all current or future debt and obligations due and owing the Bank. The Customer further agrees that it will execute and deliver any additional documents the Bank deems necessary in its sole discretion to perfect the lien(s) granted by the Customer.

13. CANCELLATION OR AMENDMENT:

The Customer shall have no right to cancel or amend any Entry after its receipt by the Bank. However, if such request complies with the security procedures described in Attachment 1 (Security Procedures) for the cancellation of data, the Bank shall use reasonable efforts to act on a request by the Customer for cancellation of an Entry prior to transmitting it to the ACH Operator, but shall have no liability if such cancellation is not effected. The Customer shall reimburse the Bank for any expenses, losses or damages the Bank may incur in effecting or attempting to effect the cancellation or amendment of an Entry.

14. REJECTION OF ENTRIES:

The Bank will reject any Entry which does not comply with the requirements of Section 2 (Transmission of Entries) or Section 3 (Security Procedures). The Bank may reject an Entry for any reason for which an Entry may be returned under the ACH Rules, including, but not limited to, insufficient funds or revoked authorization. The Bank may reject any Entry if the Customer has failed to comply with its Account balance obligations under Section 12 (Settlement). The Bank shall notify the Customer by telephone or email of such rejection no later than the Business Day such Entry would otherwise have been transmitted by the Bank to the ACH Operator. Notice of rejection shall be effective when given. The Bank shall have no liability to the Customer by reason of the rejection of any such Entry or the fact that such notice is not given at an earlier time than that provided for herein.

15. NOTICE OF RETURNED ENTRIES AND REQUESTS TO CORRECT INFORMATION (NOCS):

A. The Bank shall notify the Customer by telephone, email or fax of the receipt of a returned Entry from the ACH Operator no later than one (1) Business Day after the Business Day of such receipt.

Except for an Entry retransmitted by the Customer in accordance with the requirements of Section 2 (Transmission of Entries), the Bank shall have no obligation to retransmit a returned Entry to the ACH Operator if the Bank complied with these Terms with respect to the original Entry. The Bank shall provide the Customer all information, as required by the ACH Rules, with respect to each Notification of Change Entry (“NOC”) or Corrected Notification of Change Entry (“**Corrected NOC**”) received by the Bank relating to Entries transmitted by the Customer. The Bank will provide such information to the Customer within two (2) Business Days of the settlement date of each NOC or Corrected NOC Entry.

B. If a client or customer of the Customer returns any transaction, then it is the Customer’s responsibility to collect any funds that are owed. The Customer shall ensure that changes requested by the NOC or Corrected NOC are made prior to initiating another Entry to the Receiver’s account. If the Customer desires to refuse an NOC, then the Customer must provide to the Bank the reason for the refusal of the NOC, along with the applicable reason code as specified in the ACH Rules in order for the Bank to notify the RDFI that the NOC has been refused. The Customer further agrees to familiarize itself with all the provisions of the ACH Rules regarding refused NOCs and to comply fully therewith. In the event a return Entry or NOC sent to the Customer is in error, the Customer will notify the Bank within one (1) Business Day of receipt of the Entry or NOC. The Customer agrees to not originate a transaction where authorization has been revoked.

16. **REVERSALS:**

A. Should the Bank be unable to stop from posting an Entry with respect to which the Customer has requested cancellation or amendment or should the Bank be unable to withdraw the Entry from the ACH Operator, the Customer may initiate a reversal to correct the Entry, as provided for and abiding by the ACH Rules. Where the Customer initiates a reversal for an individual Entry or Entries, as opposed to a reversal with respect to a complete file of Entries, the Receiver(s) of the Entries must be notified of the reversal no later than the settlement date of the reversing Entries. Should a reversal be created for a complete file of Entries, the Customer must advise the Bank within five (5) Business Days of settlement.

B. Reversals do not guarantee that the funds will be returned to the Customer and the Bank shall have no liability if such reversal is not effected. The Customer shall reimburse the Bank for any expenses, losses or damages the Bank may incur in effecting or attempting to effect the reversal of an Entry.

17. **PAYMENT BY THE CUSTOMER FOR ENTRIES; PAYMENT BY THE ODFI FOR ENTRIES:**

A. The Customer shall pay the Bank the amount of each credit Entry transmitted by the Bank pursuant to these Terms at such time on the date of submittal by the Bank with respect to such credit Entry as the Bank, in its discretion, may determine.

B. The Customer shall promptly pay the Bank the amount of each debit Entry returned or adjusted by an RDFI that was transmitted by the Bank pursuant to these Terms. The Bank shall pay the Customer the amount of each debit Entry transmitted by the Bank pursuant to these Terms at such time on the effective Entry date of the ACH file (“**Effective Entry Date**”) with respect to such debit Entry as the Bank, in its discretion, may determine.

C. The Bank shall pay the Customer the amount of each credit Entry returned or adjusted by an RDFI that was transmitted by the Bank pursuant to these Terms at such time on the Effective Entry Date with respect to such credit Entry as the Bank, in its discretion, may determine.

18. PERIODIC STATEMENT; ACCOUNT RECONCILIATION:

Entries transmitted by the Bank or credited to a Receiver's account maintained with the Bank will be reflected on the Customer's periodic statement issued by the Bank with respect to the Account pursuant to the agreement between the Bank and the Customer. The Customer agrees to notify the Bank promptly of any discrepancy between the Customer's records and the information shown on any periodic statement. If the Customer fails to notify the Bank of any discrepancy within fourteen (14) days of receipt of a periodic statement containing such information, the Customer agrees that the Bank shall not be liable for any losses resulting from the Customer's failure to give such notice or any loss of interest or any interest equivalent with respect to an Entry shown on such periodic statement. If the Customer fails to notify the Bank of any such discrepancy within fourteen (14) days of receipt of such periodic statement, the Customer shall be precluded from asserting such discrepancy against the Bank.

19. THIRD PARTY SERVICE PROVIDER:

The Bank may use a Third-Party Service Provider to send its files to the ACH Operator.

20. COOPERATION IN LOSS RECOVERY EFFORTS:

In the event of any damages for which the Bank or the Customer may be liable to each other or to a third party pursuant to the services provided under these Terms, the Bank and the Customer will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elects to pursue against a third party.

21. INCONSISTENCY OF NAME AND ACCOUNT NUMBER:

The Customer acknowledges and agrees that, if an Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted by the Bank to the RDFI might be made by the RDFI or by the Bank on the basis of the account number supplied by the Customer, even if it identifies a person different from the named Receiver, and that the Customer's obligation to pay the amount of the Entry to the Bank is not excused in such circumstances. It is the responsibility of the Customer to verify that the individual signing the ACH debit or credit agreement is in fact entitled to use the specified account.

22. DATA RETENTION:

The Customer specifically agrees to be bound by and comply with all applicable provisions of the ACH Rules regarding the retention of documents or any record, including, without limitation, the Customer's responsibilities to retain all items, source documents and records of authorization in accordance with the ACH Rules. Without limiting the generality of the foregoing provision, the Customer shall retain data on file adequate to permit remaking of Entries for five (5) days following the date of their transmittal by the Bank as provided herein, and shall provide such data to the Bank upon its request.

23. CONTINGENCY:

In the event the Customer cannot create or transmit an ACH file due to hardware or communications outage, it is the responsibility of the Customer to have contingency procedures in place including, without limitation, hand delivery of such files pursuant to the procedures provided in Attachment 1 (Security Procedures). In the event the Bank cannot process the file through normal channels, the Bank will use commercially reasonable efforts to find alternate means to process the file; provided, that the Bank will not be held liable for delayed files in any case resulting from hardware or communications outages.

24. TAPES AND RECORDS:

All magnetic tapes, Entries, security procedures and related records used by the Bank for transactions contemplated by these Terms shall be and remain the Bank's property. The Bank may, at its sole discretion, make available such information upon the Customer's request. Any expenses incurred by the Bank in making such information available to the Customer shall be paid by the Customer.

25. RECORDING AND USE OF COMMUNICATIONS:

The Customer agrees that all telephone conversations or data transmissions between the parties or their agents made in connection with these Terms may be electronically recorded and retained by the Bank by use of any reasonable means.

26. UNITED STATES LAWS AND REGULATIONS:

A. The Customer acknowledges that it will not generate transactions that violate the laws or regulations of the United States. The Customer agrees to comply with and be bound by the terms of the Electronic Funds Transfer Act and the Uniform Commercial Code Article 4A, each as applicable, and to otherwise perform its obligations under these Terms in accordance with all applicable laws, regulations and orders, including, but not limited to, the sanctions, laws, regulations and orders administered by the federal Office of Foreign Assets Control ("OFAC"); laws, regulations and orders administered by FinCEN; restrictions imposed under the Unlawful Internet Gambling Enforcement Act of 2006 ("UIGEA"); and any state laws, regulations or orders applicable to the providers of ACH payment services. It shall be the responsibility of the Customer 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 from OFAC's home page site at www.ustreas.gov/ofac.)

B. From time to time, there may be possible delays in transactions where enhanced scrutiny is necessary due to OFAC.

C. Without limiting the foregoing, with respect to each and every Entry transmitted by the Customer, the Customer represents and warrants to the Bank and agrees that (i) it will not initiate any transactions in violation of the requirements or sanctions of OFAC or act on behalf of, or transmit funds to or from, any party subject to OFAC sanctions, and (ii) it will not initiate any transactions in violation of or restricted under the UIGEA or its implementing regulations.

27. AMENDMENTS; WAIVER:

A. From time to time the Bank may amend any of the terms and conditions contained in these Terms, including, without limitation, any cut-off time, any Business Day and any part or provision of the attachments hereto. Such amendments shall become effective upon receipt of notice by the Customer or such later date as may be stated in the Bank's notice to the Customer.

B. The Bank, in its sole discretion, may waive enforcement of any term or condition of these Terms. Any such waiver shall not affect the Bank's rights with respect to any other transaction or modify the terms or conditions of these Terms. Such waiver shall be valid only if set forth in an instrument in writing signed by the Bank. Any waiver of any term or condition shall not be construed as a waiver of any subsequent breach or a subsequent waiver of the same term or condition, or a waiver of any other term or condition of these Terms. The failure of either party hereto to assert any of its rights hereunder shall not constitute a waiver of any of such rights.

28. SEVERABILITY:

In the event that any provision of these Terms shall be determined to be invalid, illegal or unenforceable to any extent, the remainder of these Terms shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

29. TERMINATION:

A. These Terms shall continue until terminated in accordance with the terms of Section 23 of the Cash Management Services Agreement or pursuant to clause B below.

B. Either party may terminate these Terms upon ten (10) days' written notice to the other. In the event the Customer originated debit Entries, the Customer agrees to maintain an Account with the Bank for a period of ninety (90) days subsequent to the settlement date of the last debit file originated. Any termination of these Terms shall not affect any of the Bank's rights and the Customer's obligations with respect to Entries initiated by the Customer prior to such termination, or the payment obligations of the Customer with respect to services performed by the Bank prior to termination, or any other obligations that should survive termination of these Terms. The Bank shall have no obligation to transmit Entries if the Customer is in default of any of its obligations under these Terms, including the obligation to pay the Bank for each credit Entry. The Bank shall be entitled to rely on any written notice believed by it in good faith to be signed by an Authorized Representative.

C. If either the Cash Management Services Agreement is terminated pursuant to its terms or the Customer no longer maintains a deposit account with the Bank, these Terms will automatically terminate.

30. NON-ASSIGNMENT:

The Customer may not assign these Terms or any of the rights or duties hereunder to any person without the Bank's prior written consent.

31. NOTICES, INSTRUCTIONS, ETC.:

A. Except as otherwise expressly provided herein, the Bank shall not be required to act upon any notice or instruction received from the Customer, or any other person, or to provide any notice or advice to the Customer, or any other person, with respect to any matter.

B. Except as otherwise expressly provided herein, any written notice or other written communication required or permitted to be given under these Terms shall be delivered as set forth in the Cash Management Services Agreement.

32. BINDING TERMS:

These Terms shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

33. THIRD PARTY BENEFICIARIES:

These Terms shall not be construed to confer any rights or remedies upon any person not bound by these Terms, whether as a third party beneficiary or otherwise, against the Bank or the Customer hereunder.

34. **CAPTIONS AND HEADINGS:**

The captions and headings contained in these Terms are for reference purposes only and shall not be deemed a part of these Terms nor shall they affect in any way the meaning or interpretation of these Terms.

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Attachment 1 to SCHEDULE C
SECURITY PROCEDURES

The Customer agrees to comply with the security procedures (“**Security Procedures**”) identified below in transmitting all origination files (“**Origination Files**”) pursuant to these Terms. The Customer understands that the Security Procedures are designed to verify the authenticity, and not to detect errors in transmission or content, of Origination Files. If an Origination File is authorized or issued by the Customer, or on the Customer’s behalf, or the Customer otherwise benefits from such Origination File, the Customer agrees to be bound by the Origination File, whether or not the Bank complies with the security procedures. The Security Procedures for Origination Files shall consist of the procedures the Bank and the Customer use to verify that an Origination File has been validly issued by the Customer and shall include:

A. The Customer has implemented and maintains appropriate and sufficient measures to ensure the security of its computer systems (restricted access, anti-virus, protection of passwords, etc.). The Customer is sole responsible party for the sending of files and data and accepts the inherent risks of electronic transmission.

B. The Customer warrants and agrees that no individual will be allowed to initiate and/or approve ACH transfers in the absence of proper supervision and adequate safeguards.

C. The Customer agrees to maintain the confidentiality of any Security Procedures and prevent the disclosure of such Security Procedures except on a “need to know” basis. The Customer shall notify the Bank immediately at 800-887-0872 if the Customer becomes aware of or suspects that any of the Security Procedures relating to the transfer of funds may have been compromised or disclosed.

D. The Customer’s unique user IDs, passwords and/or other access devices or authentication techniques as the Bank may require from time to time (“**Access Codes**”) to access the ACH-Origination Service will be provided to the Authorized Representative(s). The Customer agrees that Access Codes are strictly confidential and must be safeguarded. The Customer shall have sole responsibility for controlling the distribution and maintaining the confidentiality of the Access Codes assigned to the Customer. The Customer acknowledges that anyone with knowledge of the Customer’s or Authorized Representatives’ Access Codes will be able to issue Origination Files on the Customer’s Account. The Customer authorizes the Bank to execute Origination Files pursuant to the instructions of anyone who has provided the Bank with proper Access Codes and acknowledges that the Bank shall conclusively presume that any person possessing the Customer’s Access Codes is an Authorized Representative and will regard their Origination File as being authorized by the Customer. If the Customer becomes aware of the unauthorized use of Access Codes, or suspects that an unauthorized use may occur, or if the Customer has terminated authorization for an Authorized Representative, the Customer shall immediately notify the Bank to deactivate such Access Codes and issue new Access Codes as appropriate. IN NO EVENT SHALL THE BANK BE RESPONSIBLE FOR ANY DAMAGES RESULTING, EITHER DIRECTLY OR INDIRECTLY, FROM THE UNAUTHORIZED USE OF THE ACCESS CODES PRIOR TO SUCH NOTICE AND A REASONABLE TIME THEREAFTER REQUIRED TO CANCEL SUCH PASSWORD(S).

E. The Bank may from time to time, and at its sole discretion, change the Security Procedures or establish additional Security Procedures.

F. The Customer agrees that the Bank may delay the execution of an Origination File until the Bank has completed any security measures the Bank, in its sole discretion, deems warranted.

G. The Customer is responsible for ensuring that there are adequate software and hardware security measures in place on the Customer's computers to prevent initiation of fraudulent payments. Such security measures include, but are not limited to, anti-virus, spyware, malware, key logger detection software, firewalls and any other "crimeware" protection programs.

H. The Customer has carefully analyzed the Security Procedures which will be used in connection with payment orders, under the terms and conditions of these Terms, and acknowledges the Security Procedures identified herein are a satisfactory method of verifying authenticity of payment orders based on the Customer's needs and that the Security Procedures are commercially reasonable.

Cancellation or Amendment

The Bank will not manipulate or modify an Entry that needs to be amended, so the Customer will need to cancel the Entry. The Customer shall have no right to cancel an Entry after its receipt by the Bank. However, in the event that the Customer needs to cancel an Entry that has been transmitted to the Bank, the Customer should immediately contact the Bank. If the Entry has not yet been transmitted to the ACH Operator, the Bank will use reasonable efforts to act on the request to cancel the Entry. The Customer will be required to follow up this phone call with a written authorization detailing the Entry to be cancelled, and this written authorization must be signed by an Authorized Representative. Upon receipt of the written authorization, the Bank will cancel the Entry and call the Customer to confirm the cancellation. The Customer will be responsible for initiating an Entry to replace the cancelled Entry.

SCHEDULE D

TO MASTER BANKING AND CASH MANAGEMENT SERVICES AGREEMENT POSITIVE PAY SERVICE TERMS

These Positive Pay Terms (these “**Terms**”) govern the terms and conditions pursuant to which the Bank shall provide the Positive Pay Service (“**Positive Pay Service**”) to the Customer, which is one of the Services that the Customer has selected or initiated pursuant to the Cash Management Services Agreement. In addition, the Customer has selected or initiated, pursuant to the Cash Management Services Agreement, the Bank’s FUND\$MANAGER® Internet Service (“**FUND\$MANAGER®**”) and, as a result, is subject to the terms and conditions of the FUND\$MANAGER® Internet Service Terms. By initiating or selecting the Positive Pay Service pursuant to the Cash Management Services Agreement, the Customer has accepted and agrees to be bound by these Terms. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Cash Management Services Agreement.

1. **Exception Items; Positive Pay Service.** The Positive Pay Service is an automated check fraud detection tool offered by the Bank that facilitates the Customer’s detection of unauthorized and/or altered checks drawn on one or more Accounts. The Bank matches the account number, check number and dollar amount of each check presented for payment to the Bank against the Check Issue File and/or Check Issue Item (each, as hereinafter defined). If any of the account number, check number or dollar amount of any check does not match exactly with those on the Check Issue File or Check Issue Item, as applicable, the Bank will not pay such check (each such check is referred to herein as an “**Exception Item**”), in each case as set forth herein.

2. **Check Issue File; Check Issue Item.** Positive Pay Service requires the Customer to send (transmit) through FUND\$MANAGER® to the Bank (a) a file listing the checks issued by the Customer (the “**Check Issue File**”), and/or (b) information regarding any individual check issued by the Customer (“**Check Issue Item**”), in each case, each day such check(s) are issued by the Customer. When such checks are presented for payment at the Bank to be drawn against an Account, they are compared electronically against the list of checks set forth in the Check Issue File submitted by the Customer. Any Check Issue File or Check Issue Item sent to the Bank through FUND\$MANAGER® must contain the check number, account number, issue date and dollar amount of each check. The payee name may be included in the Check Issue File and/or Check Issue Item, but the Positive Pay Service does not match the payee name in the Check Issue File or Check Issue Item with those set forth on the checks presented to the Bank for payment.

3. **Exception Item Report.**

(a) Each Business Day, prior to 9:00 A.M. (Eastern Time), the Bank will endeavor to produce and email to the Customer a list of each Exception Item presented for payment against the applicable Account the previous Business Day (the “**Exception Item Report**”) for the Customer’s review and decision, which Exception Item Report shall include the serial number and dollar amount of each such check constituting an Exception Item and the applicable Account number with respect thereto.

(b) Each Business Day before 11:00 A.M. (Eastern Standard Time) the Customer will instruct the Bank (via any means approved by the Bank) through FUND\$MANAGER® to return or pay each check appearing as an Exception Item corresponding to the records on the Exception Item Report made available to the Customer on such Business Day.

(c) If the Customer fails to respond and provide return and/or dishonor instructions for any check appearing as an Exception Item within the above-stated time frame and as set forth in Section 3(b), the Bank shall proceed to pay such checks appearing as Exception Items and the Bank shall not be liable for damages caused by the payment of such checks. The Customer waives any claim of wrongful payment of any such checks paid because the Customer did not provide timely instructions to return and/or dishonor checks appearing as Exception Items. The Customer understands and agrees that the Bank cannot return checks that have been cashed over-the-counter prior to the time that the Customer instructs the Bank to not pay or return such checks.

(d) The Bank may, in its sole discretion, place a reminder call to the Customer regarding any Exception Item Report prior to 1:00 P.M. (Eastern Time) on the Business Day the Exception Item Report is delivered to the Customer, to the telephone number of the Customer as set forth in the Cash Management Services Agreement; provided that, notwithstanding anything herein to the contrary, the Bank's making or failure to make any such reminder call shall have no effect on the obligations of the Customer to comply with Section 3(b) or any provision of Section 3(c).

4. **Cash Management Services Agreement; FUNDSMANAGER® Internet Service Terms; Entire Agreement.** The entirety of these Terms is incorporated into and hereby made a part of the Cash Management Services Agreement [and the FUNDSMANAGER® Internet Service Terms], the terms and conditions of which shall apply to these Terms, and the Positive Pay Service. [If there are any inconsistencies between these Terms and the Cash Management Services Agreement, these Terms will prevail.] These Terms supersede all previous agreements between the Customer and the Bank with respect to the subject matter herein, including, without limitation, any Positive Pay Service agreement with respect to any of the Customer's Accounts.

5. **Termination.** Notwithstanding any provisions contained in the Cash Management Services Agreement between the Customer and the Bank that may be to the contrary, this Agreement may be terminated at any time by either party upon notice to the other party.

6. **Effective Date.** These Terms shall be generally effective as of the date the Positive Pay Service is initiated or selected. However, the Positive Pay Service shall not commence until the date that the Bank has received and had a reasonable opportunity to act upon all information and instructions from the Customer that the Bank may require.

SCHEDULE E

TO MASTER BANKING AND CASH MANAGEMENT SERVICES AGREEMENT DIGITAL DEPOSIT (REMOTE DEPOSIT CAPTURE) TERMS

These Digital Deposit (Remote Deposit Capture) Terms (these “**Terms**”) govern the terms and conditions pursuant to which the Bank shall provide the Digital Deposit Service (the “**Digital Deposit Service**”) to the Customer, which is one of the Services that the Customer has selected or initiated pursuant to the Master Banking and Cash Management Services Agreement by and between National Bank of Canada, New York Branch (the “**Bank**”) and the Customer (the “**Cash Management Services Agreement**”). By initiating or selecting the Digital Deposit Service pursuant to the Cash Management Services Agreement, the Customer has accepted and agrees to be bound by these Terms. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Cash Management Services Agreement.

1. **General.** The Digital Deposit Service allows the Customer to make deposits to an Account by scanning Eligible Items (as defined hereinafter) through an approved and compatible scanner and delivering to the Bank the images and certain required association information. The use of the Digital Deposit Service is subject to express approval of the Bank. The decision to approve or deny a request to use the Digital Deposit Service is within the Bank’s sole discretion.

In order to avail itself of, and initiate, the Digital Deposit Service, the Customer will furnish the Bank on Attachment 1 hereto, a list of persons authorized (“**Authorized Persons**”) to make deposits through the Digital Deposit Service, on behalf of the Customer (the “**Authorized Persons List**”). The Authorized Persons List shall be executed by duly authorized officers of the Customer whose authority and incumbency shall be attested to by the Secretary or an Assistant Secretary (or other authorized person acceptable to the Bank, in its sole discretion) of the Customer. The Customer is authorized to amend the list from time to time in reliance upon a writing executed in accordance with the foregoing; provided, however, that the Bank shall have a reasonable time to act upon any such proposed amendment.

The Customer’s Authorized Person(s) will access FUNDSMANAGER® and transmit Entries through use of the Customer’s user ID, password and/or other access devices or authentication techniques as the Bank may require from time to time (“**Access Codes**”).

2. **Scanner and Software.** The Customer must obtain and maintain at its expense, a compatible scanner with the software required by the Bank for remote deposits. The scanner and software are subject to the supplier’s conditions (including the terms and conditions of any end-user license).
3. **Eligible Items.** The Digital Deposit Service only allows the deposit of U.S. checks and money orders that are payable in accordance with applicable law, including Uniform Commercial Code (“**U.C.C.**”) Articles 3 and 4 (“**Eligible Items**”). The image of any item sent to the Bank shall be deemed an “item” as defined in the U.C.C.

The Customer agrees to be bound by all applicable rules relating to check collections provided in the U.C.C. and the applicable provisions of Regulation CC (including the Check Clearing for the 21st Century Act).

Without limiting the foregoing, the following are not eligible for scanning and deposit via the Digital Deposit Service:

- a. Items payable to any person other than the Customer;
- b. Items drawn by the Customer or any other person on any of the Customer’s Accounts;
- c. Items that bear obvious alterations or which the Customer knows or suspects (or should know or suspect) are fraudulent or otherwise not authorized;

- d. Items that drawn or payable through a financial institution located outside of the United States;
- e. Items that have been postdated or dated more than six months prior to the date of deposit;
- f. Items that bear wording indicating that they are non-negotiable or dishonored;
- g. Items not payable in U.S. Dollars;
- h. Items previously converted to a substitute check or that are remotely created checks, as defined in Regulation CC.

Any attempt to deposit an ineligible item may result in immediate termination of the Digital Deposit Service.

- 4. **Requirements and Processing.** The Customer shall ensure that the images of items transmitted through the Digital Deposit Service are fully legible and accurately represent all pertinent information and show both sides of the items.

The Customer agrees to restrictively endorse any item sent through the Digital Deposit Service as “For deposit only, Acct # _____, National Bank of Canada” or as otherwise instructed by the Bank. Without limiting the Customer’s liability for discrepant endorsements, the Bank may, in its sole discretion, add any missing endorsements and/or attempt to collect items with discrepant or missing endorsements.

Upon receipt, the Bank will verify the image of the item. An acknowledgement of receipt of the image from the Bank does not necessarily mean that it meets all requirements or is free from error and the Bank may, at its sole discretion, accept or reject it. In the case of a rejection, the Customer may negotiate the original item using other means that are made available to the Customer. Failure to initially reject an image in no way reduces the Customer’s responsibility toward the Bank with respect to the deposit.

- 5. **Retention and Destruction of Original Items.** The Customer shall securely retain all original items deposited for a reasonable time after the date of deposit (15 days is recommended) and then destroy them by using a reasonable method of shredding. During such retention period, the Customer must check that the deposit amount has been credited to the relevant Account and reconcile account entries.

The Customer must secure all deposited items in a place that can only be accessed by authorized staff members. The Customer shall ensure reasonable procedures are in place for the security, storage and destruction of original items. In particular, these measures must prevent: (i) original items being presented again for payment; (ii) the theft or reproduction of original items; (iii) access to information about original items. After destruction, the original item must no longer be accessible nor legible and must not be able to be reconstructed.

The Customer agrees to inform the Bank immediately if the Customer is aware of or has reasonable grounds to suspect any irregular use of the Digital Deposit Service or the theft or other loss of any original item (other than the destruction of an original item as required by these Terms).

Upon request, during the recommended retention period, you must provide us with the original paper copy of the deposited item. You are responsible for any and all costs associated with obtaining a replacement for lost or destroyed items, if applicable. Failure to provide the paper copy may result in us debiting your account, even if this creates an overdraft in your account.

- 6. **Maximum Number and Amount of Items.** The Bank may set limits on the amount and the number of items that may be deposited through the Digital Deposit Service and such limits remain subject to change at any time. A digital deposit may be refused if it does not comply with such limits.

Acceptance of a deposit in excess of the applicable limits shall not be construed as a waiver for future deposits.

7. **Availability of Funds.** Items deposited through the Digital Deposit Service on a Business Day before 3:00 PM (Eastern Time) will normally post to the relevant Account on the next Business Day. Any deposit received on a Business Day after 3:00 PM (ET) shall be deemed to have been received the next Business Day and will normally post to the relevant Account on the second Business Day. Notwithstanding posting to the Account, all deposits remain subject to the Bank's Funds Availability Policy.

All deposits are credited to the Account on a provisional basis. Deposits made through the Digital Deposit Service are not subject to the funds availability requirements of Regulation CC. Any item accepted for deposit through the Digital Deposit Service that are unpaid or subsequently returned for various reasons as permitted by law will be charged back against the relevant Account and returned to the Customer (which may be in the form of a Substitute Check or Image Replacement Document or other electronic representation of the information contained on the item).

Such chargeback may be made even if the usual clearing timeframe has passed and even if doing so results in an overdraft of the Account.

8. **Representations and Warranties.** When making a deposit through the Digital Deposit Service, the Customer represents and warrants to the Bank that:

(a) each image transmitted to the Bank is a faithful and accurate reproduction of the front and back of an original paper-based Eligible Item that has not been altered and whose payor has not indicated to the Customer his/her intention to object to its payment;

(b) the transmission conforms with the Bank's specifications, including, but not limited to, the user guide provided to the Customer, and does not contain viruses;

(c) there are no duplicate deposits, no other images of the original item are in circulation;

(d) the item has not been previously submitted for deposit or cashed through the Digital Deposit Service or otherwise and the Customer will not (nor permit or cause any other person to); cause or attempt to cause payment on an item to be made more than once by depositing the original check or an image thereof with the Bank or any other financial institution or otherwise seeking collection or payment in any manner;

(e) the item is properly payable to the Customer and has been properly endorsed;

(f) the Customer makes to the Bank all transfer and presentment warranties relating to the item under the U.C.C. Articles 3 and/or 4;

(g) the Customer is not using the Digital Deposit Service for any illegal, unlawful or improper purpose; and

(h) the Customer is complying with the terms and conditions of this Schedule E and all applicable requirements of law.

The Customer agrees to hold the Bank harmless from and indemnify the Bank against any and all liabilities and losses, claims or damages, including reasonable attorneys' fees, which may arise out of the Customer's breach of any of the foregoing representations and warranties or any other of these Terms. The Customer further agrees to cooperate with the Bank, in good faith, in connection with any

investigation conducted by the Bank following any non-compliant digital deposit or irregular transaction.

9. **Limitation of Liability.** The Bank's liability to the Customer in connection with these Terms and/or the Services hereunder shall be limited as set forth herein and in the Cash Management Services Agreement including, without limitation, Section 22 thereof. Without limiting the foregoing, the Bank shall not be liable for any liabilities and losses, claims, damages or costs resulting from:
- (a) the poor quality, corruption or partial receipt of an image transmitted through the Digital Deposit Service;
 - (b) any delay in crediting the Account;
 - (c) any hardware or software required to use digital deposits that is provided by a third-party service provider;
 - (d) the Customer's failure to implement and maintain adequate security measures for protecting your hardware and software; or
 - (e) the Customer's failure to implement and maintain adequate security measures for storing and destroying items.

If, at any time and for any reason (including system maintenance or technical difficulties), the Customer is unable to transmit or the Bank is unable to receive images through the Digital Deposit Service, and the Customer does not wish to wait for the problem to be corrected, the Customer may, at its own expense, deposit the item by any other means that the Bank may make available to the Customer.

10. **Termination.** These Terms shall continue until terminated in accordance with the terms of Section 23 of the Cash Management Services Agreement. If either the Cash Management Services Agreement or FUNDSMANAGER® is terminated, or the Customer no longer maintains a deposit account, these Terms will automatically terminate
11. **Cash Management Services Agreement; Inconsistencies with Other Agreements.** The entirety of these Terms are incorporated into and hereby made a part of the Cash Management Services Agreement, which has been signed by the Customer. The Customer acknowledges that it is also bound by the terms and conditions of the Cash Management Services Agreement, the FUNDSMANAGER® Internet Customer Terms, which governs the terms and conditions of FUNDSMANAGER®, and the Customer's deposit account terms (the "**Deposit Account Terms**") which govern the terms and conditions of the operation and maintenance of the Customer's deposit account. If there are any inconsistencies between these Terms, on the one hand, and the Cash Management Services Agreement, the FUNDSMANAGER® Internet Customer Terms and/or the Deposit Account Terms, on the other hand, these Terms will prevail.