



# MUFG Exchange Supplement

EFFECTIVE FEBRUARY 1, 2024

## MUFG EXCHANGE SUPPLEMENT

The Bank will provide both a web and mobile-based banking channel that enables electronic access to certain cash management services (each, a "Service"). MUFG Exchange enables the Customer to electronically: i) access Account information, reports, statements, and data; ii) issue transactions, inquiries, or instructions (payment or nonpayment); and/or iii) transmit and receive notifications and alerts. The Customer will have the ability to electronically administer users and manage entitlements, as further described below.

The mobile-based banking channel, MUFG Exchange Mobile, is an alternate service delivery channel for MUFG Exchange and provides access to some of the Services on MUFG Exchange.

This MUFG Exchange Supplement ("Supplement") is a part of, and is to be read together with, the Deposit Accounts & Services Disclosure Agreement ("Deposit Agreement") or the Master Terms of Business for Banking ("Master Terms of Business"), as applicable, and as supplemented by the Transaction Banking Services Supplement, each of which may be further amended or supplemented. Capitalized words used in this Supplement and not defined herein have the meanings ascribed to them in the Master Terms of Business or Deposit Agreement, as applicable to MUFG Exchange and shall apply to MUFG Exchange Mobile.

## ACCESS TO SERVICES

The Services accessible via MUFG Exchange are further described in the Master Terms of Business, Deposit Agreement or Transaction Banking Services Supplement, as applicable. By executing the Bank's authorization and agreement form, the Customer agrees to be bound by the terms of this Supplement. The Bank will provide the Customer with procedures, user guides, and specifications (collectively, "User Guides") for use of MUFG Exchange. The Customer agrees to comply with the User Guides that the Bank makes available to the Customer.

## SECURITY PROCEDURE AND ADMINISTRATIVE CONTROLS

a. **Security Procedure.** The Security Procedure for access to MUFG Exchange and for releasing payment instructions thereunder is a password, user identification code, and a token code generated by an approved security device (collectively "Credentials"). Access to MUFG Exchange using Credentials will be deemed to have been authorized by the Customer. Any payment instruction, the authenticity of which has been verified through use of the Credentials, shall be effective as that of the Customer, whether or not authorized. It is understood that the purpose of the security procedure is to verify the authenticity of, and not to detect errors in, instructions. The Customer further agrees that this security procedure best meets its needs given the size, type, and frequency of payment transactions, and is a commercially reasonable security procedure for the Customer.

The Customer will be responsible for the confidentiality and use of the Credentials. The Customer agrees to safeguard the Credentials, and to instruct all security administrators and users to do the same. The Customer shall notify the Bank immediately of loss or theft of Credentials, any unauthorized use of the Credentials, or any other breach of security. The Bank may suspend or disable any Credential if, in its sole discretion, the Bank has reason to suspect improper use and/or for security reasons. Administrative controls and procedures (identified below in Section b) and unilateral Bank controls shall not be deemed to be a security procedure for purposes hereof unless explicitly identified as such in writing.

b. **Administrative Procedures and Controls.** The Bank offers numerous additional controls that the Customer may implement to enhance security and reduce the risk of erroneous or unauthorized transactions. These procedures and controls may include, among others, IP address restrictions, Account and transaction payment limits, and notification of certain administration changes, each as are further described in the User Guides, and which may be supplemented and modified by the Bank from time to time. The application of the Security Procedure, administrative controls, the Bank's unilateral controls and dual control for payment, payment templates and Administration approval may cause delays in processing of instructions, result in the Bank denying access to MUFG Exchange or Service, and/or the Bank's declining to execute an instruction.

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c. **Security Administrator Designation.** The Customer shall designate and notify the Bank of a minimum of two administrators (each a "Security Administrator") who have equal authority in accordance with the administrative control procedure for accessing MUFG Exchange. The Customer agrees to notify the Bank of any change in Security Administrators in the manner and form designated by the Bank. Any such change shall be effective at such time as the Bank has received such notice and has had reasonable opportunity to act upon it. The Customer assumes sole responsibility for the actions of its Security Administrators, the entitlements assigned to users, and the actions of the users to access MUFG Exchange and the Services. The Customer is responsible for ensuring Security Administrators, users, and entitlements remain current.

Unless otherwise set forth in the Transaction Banking Service Supplement, the Security Administrators shall be responsible for: (i) designating individuals as users; (ii) designating additional Security Administrators; (iii) assigning, removing, and/or approving the Service(s) that each user may access; and (iv) assigning, removing, and/or approving user entitlements and Accounts that each user may access. The Security Administrator shall also be responsible for disseminating and activating tokens and advising each user of his/her responsibilities and obligations under the Master Terms of Business or Deposit Agreement, as applicable, as supplemented by this MUFG Exchange Supplement. At regular intervals, to reduce security risk of users designated as "inactive", the Bank may de-activate tokens and delete users who have not accessed MUFG Exchange after 13 months and/or any user who failed to access the application after 90 days from initial creation.

## **OPEN NETWORK ACCESS; INTERNAL SECURITY**

The Customer is responsible for obtaining and maintaining equipment that is necessary for the Customer to use MUFG Exchange, such as hardware, telecommunication equipment, Internet connections, and web browser software or other equipment (collectively, "Systems"). MUFG Exchange must be accessed in accordance with the Bank's recommended system configurations, and the Bank disclaims all risks relating thereto, and makes no endorsement thereof, notwithstanding that the Bank may recommend certain Systems. The Customer agrees to at all times maintain current and effective anti-virus and anti-spyware software and shall take all reasonable measures to maintain the security of the Customer's Systems. The Customer acknowledges that there are certain security, corruption, transmission error, and access availability risks associated with using open networks such as the Internet. MUFG Exchange is made available "as-is" and "as available." To the maximum extent permitted under applicable law, all warranties, including implied warranties of merchantability and fitness for a particular purpose, are expressly disclaimed. The Customer further acknowledges that it has made an independent assessment of the adequacy of the Internet and the Systems in connection with the use of MUFG Exchange.

## **ALERTS; DATA; INSTRUCTIONS**

The Customer may access MUFG Exchange to obtain balance, transaction, and other Account information and, upon Customer's request, information regarding third party bank accounts or other third party information. The Customer acknowledges that data and information may be periodically updated and adjusted. The Customer authorizes the Bank to send and, as applicable, receive, data, message notifications and alerts through any communication service providers, including both Internet and telecommunications providers, which shall each be deemed to be acting as the Customer's agent. Such providers may not encrypt communications. The Customer shall be responsible for the accuracy of all data, information, and instructions received by the Bank via MUFG Exchange, including, without limitation, information received from third parties. Further, the Bank shall have no liability for the receipt or viewing by any party of data sent to the destinations designated by the Customer including but not limited to email addresses, fax and telephone number(s).

Accessing the MUFG Exchange Mobile service requires users to have an Internet-enabled mobile device. To use services through MUFG Exchange Mobile, users must have the appropriate entitlements to certain online Transaction Banking Service(s).

All users accessing MUFG Exchange Mobile on behalf of the Customer's organization and using the services agree to accept all terms of use applicable to MUFG Exchange. The mobile service offers the same security controls as MUFG Exchange. However, as with all electronic banking services, security is contingent upon users' responsible behavior in protecting their User IDs, security token, PIN and mobile devices.

The MUFG Exchange Mobile service is dependent upon the functionality of the telecommunications or wireless service provider. The Bank is not responsible for the unavailability or temporary interruption of service to MUFG Exchange Mobile due to service issues, lack of network coverage, or technical failure of the mobile device or wireless service provider.

Access to MUFG Exchange Mobile is provided at no additional cost. However, users may incur charges for mobile Internet access and should contact their wireless carrier for more information.

## **WARRANTIES**

The Customer represents and warrants to the Bank that it will not, nor will it allow any third party to, use MUFG Exchange in any manner whatsoever that violates, causes the Bank to violate, or is otherwise contrary to any laws or regulations concerning money laundering and terrorist financing, economic trade, or other sanction law, including, but not limited to, those administered by the U.S. Treasury Department's Office of Foreign Assets Control. The Customer represents and warrants to the Bank that the Customer shall not use MUFG Exchange while located in a country or territory targeted by comprehensive, country-wide or territory-wide sanctions (such countries or territories, hereinafter referred to as "Sanctioned Jurisdiction"). Any attempt to access from Sanctioned Jurisdiction may constitute a breach of this Supplement and could potentially subject the Customer to penalties by U.S. authorities. The Customer further represents and warrants to the Bank that prior to submitting any document(s) that identifies Security Administrators or users (whether electronically or via a set-up form), the Customer shall have obtained from each individual referred to in such document all necessary consents to enable and authorize the Bank to send alerts/notifications and to process the data for the purpose of providing access to MUFG Exchange and/or a Service.

## **MISCELLANEOUS**

Except as specifically set forth in this Supplement, all terms and conditions in the Master Terms of Business or Deposit Agreement, as applicable, including but not limited to the terms and conditions related to liability, fees, indemnification, termination, and dispute resolution, remain in full force and effect and apply to the Customer's use of MUFG Exchange. In the event of any inconsistency between this Supplement and the Master Terms of Business or Deposit Agreement, as applicable, this Supplement shall govern for the purposes of MUFG Exchange.