



# Transaction Banking Services Supplement

**EFFECTIVE FEBRUARY 1, 2024**

This *Transaction Banking Services Supplement* (“**Transaction Banking Supplement**” or “**Supplement**”) sets forth the terms and conditions for certain cash management services that MUFG Bank, Ltd., may provide to you.

By executing an Authorization and Agreement for Deposit and Transaction Banking Services, a service implementation form, or similar document, or by using or continuing to use any of the Services referenced herein after receipt of this Transaction Banking Supplement, Customer agrees to the terms herein, in addition to the terms set forth in the *Master Terms of Business* (as defined below), each as may be amended from time to time.

The Services described herein (each, a “**Service**”) are subject to the Bank’s Master Terms of Business (as may be further amended, supplemented, or otherwise modified from time to time, which includes the “**Master Terms of Business for Banking**,” and the “**U.S. Country Addendum**”). Capitalized words used in this Supplement, and not defined herein, have the meanings ascribed to them in the Master Terms of Business as may be amended from time to time. This Supplement is part of, and is to be read together with, the Master Terms of Business. In the event of any inconsistency between this Transaction Banking Supplement and the Master Terms of Business, this Transaction Banking Supplement shall govern for the purposes of the particular Service that is the subject thereof. Capitalized terms in this Transaction Banking Supplement, unless defined herein, shall have the meanings set forth in the Master Terms of Business.

## OUR SERVICES

We may offer Services to you separately or as part of a suite of Services. For example, with our MUFG Exchange Service, you can obtain account and transaction information, transfer funds between accounts, submit stop payment requests, send wires, originate automated clearing house transactions, view checks, and access other banking services. You may be required to execute a setup form, which will be provided to each Customer prior to using a Service.

### Account Reconciliation Service

**Full Account Reconciliation** – This Service provides you with information to help your account reconciliation process in connection with the Disbursement Account maintained to support the Check Print, Positive Pay and Controlled Disbursement Services. If you provide us with check issue information in accordance with our instructions prior to the Service cut-off time, we will match the information against paid checks and provide you with a reconciliation report. Additional reports, check images, and check retrieval services are available upon request.

**Partial Account Reconciliation** – You can use this Service to retrieve information regarding checks that have been paid. You can use that information to help your account reconciliation process with your own software program.

**Use with Positive Pay** – If you use our Positive Pay Service, you can use the information provided by this Service to make “Pay” or “Return” decisions regarding Presented Checks and Suspect Items.

You agree to review all reports promptly to verify the information contained in them by the Service cut-off time. Your sole and exclusive remedy for any error, damage, or loss in any way connected with this Service, however arising, shall be limited to either a re-performance of the Service for the period in question or a return or credit of an appropriate portion of the fees associated with the Service.

**ACH Exchange Service.** ACH Exchange is accessible through MUFG Exchange. The Service allows the Customer to electronically perform certain inquiry, reversal, deletion, and fraud mitigation functions related to your ACH Entries, all to the extent chosen by you.

The Customer shall be responsible for: (i) designating individuals as users of ACH Exchange; and (ii), requesting user entitlements and/or Account(s) that each user may access via a setup form.

With ACH Exchange, the user may:

- a. Submit ACH File Control Totals: Confirmations that you provide to us to validate the number of ACH Entries submitted and the sum of the ACH Entries.

**MUFG Bank, Ltd.**

A member of MUFG, a global financial group

- b. Utilize Electronic Payment Authorization (“**EPA**”): EPA is a fraud mitigation feature available through the Service and will allow you to decision ACH Entries presented against the Account(s) designated in your setup form. You provide the Bank authorization criteria for Entries you expect to receive for debit or credit to your Account(s) through MUFG Exchange. EPA will generate alerts that will be visible via MUFG Exchange and will also be sent to your users by email, if chosen by you, when an exception to the authorization criteria you provide is presented for payment against your Account(s).

You will receive the alert and/or email, if applicable, on the day the exception is presented for payment. You must decision the exception by 5:00 p.m. PT /8:00 p.m. ET on the same day of the alert or email, or such other time as updated and provided in writing to you by the Bank from time to time. Any exception that you do not decision by the deadline will be returned as an unauthorized ACH Entry. We may also return an Entry for any reason that an Entry may be returned under the NACHA Rules.

EPA does not apply to transactions between the Bank and you, and the Bank may pay Entries that you have authorized the Bank to originate to your Account (e.g., loan or credit card payments), whether or not you have included these in your authorization criteria. The Bank may also pay any Entries, reversals, or adjustments that we are required to accept under the NACHA Rules, operating circulars, or any other applicable rule, guideline, or regulation.

You must provide online authorization criteria in a manner and form acceptable to the Bank. The Customer may specify a maximum amount or a fixed amount for the Entries. In either case, you must specify the amount in U.S. dollars and cents.

Customer may elect to use EPA to 1) establish authorization criteria, and 2) decision exceptions that are not in conformity with such authorization criteria.

- c. Retrieve information about your previous ACH transactions.

- d. Request ACH reversals or deletions of batches or Entries. Note: Requests for ACH reversals or deletions of files must be done manually.

With respect to a request for an ACH reversal or deletion, you agree that the Bank has no obligation to cancel or amend an Entry after it receives it. If you send the Bank a reversal or deletion request in conformity with these terms, the Bank will make a reasonable effort to act on your request. The Bank will not be liable to you if such reversal or deletion is not acted upon.

**ACH Service.** This Service allows you to initiate funds transfers through ACH.

**ACH Transaction Rules** – You hereby agree to comply with the operating rules as in effect from time to time (“**NACHA Rules**”) of the National Automated Clearing House Association (“**NACHA**”) in connection with your ACH transactions. The capitalized ACH terms appearing below, and not otherwise defined herein, are defined in the NACHA Rules. You can obtain a copy of the current NACHA Rules at [www.nacha.org/rulesyourway](http://www.nacha.org/rulesyourway) or by telephoning NACHA at 800-487-9180.

For the purposes of this ACH Service provision, the term Third Party Service Provider (“**TPSP**”) refers to a third party chosen by you to perform any functions on your behalf with respect to the processing of your Entries as defined below, (including the creation of ACH files). You agree that if you utilize a TPSP in connection with your ACH Service, your TPSP will comply with applicable NACHA Rules; and will be bound by obligations with you that: (i) impose the same responsibilities and liabilities applicable to you as stated herein when processing ACH Entries on your behalf, and (ii) permit us to conduct examination and review of the TPSP as we may deem required by applicable laws, rules, or regulations subject to reasonable requirements related to timing and access to the TPSP’s confidential information. In addition to the other rights we have stated in this Supplement, if you or your TPSP breaches this ACH provision, the Bank may terminate or suspend your ACH Service as provided in the Termination section herein.

Except as provided herein, you agree you will not allow others to initiate an Entry on your behalf without our prior consent. Upon our approval, you may elect to designate a TPSP to submit Entries, reversals, cancellations, and amendments of Entries. All such Entries, reversals, cancellations, and amendments received by us from such a TPSP will be deemed to have been initiated and approved by you. Accordingly, to the extent you have elected to use a TPSP and we have approved such election, any reference to “you” in this ACH Service provision, will be deemed to refer to you and/or your TPSP, all to the extent applicable. We are not liable for the accuracy, completeness, or authenticity of the Entries, reversals, cancellations, and amendments received from the TPSP, and will have no obligation to audit, check, or verify the Entries or related data. You will be solely responsible for the acts and omissions of such TPSPs. You agree to indemnify, defend, and hold us harmless from any actions, claims, proceedings, damages, losses, and costs that you or we incur as a result of your TPSP’s actions or omissions.

TPSPs are bound by the Originating Depository Financial Institution’s (“**ODFI**”) responsibilities and liabilities and are required to have appropriate agreements with all Originators.

**Submitting Entries** – When you transmit a credit or debit request (“**Entry**”) through this Service, you authorize us to charge the designated account for the amount indicated. You may submit Entries up to 30 calendar days prior to the settlement date.

Each Entry must comply with the form, format, and other requirements set forth in your User Guide, the NACHA Rules, and the Security Procedures that we establish for the Service. We are not responsible for detecting or rejecting duplicate Entries. If you send us an Entry that is incorrect in any way, you assume sole responsibility for the Entry and agree that we may charge your account for the Entry amount whether or not the error could have been detected by us.

If you choose to send a prenotification Entry, you may not initiate a related live-dollar Entry until the third Business Day following the settlement date of the prenotification Entry. If a prenotification Entry is rejected for any reason, you may not submit a related Entry until you have identified the cause for the rejection and corrected subsequent entries.

You must accurately describe the receiver and the Receiving Depository Financial Institution (“**RDFI**”) with your Entry. If you describe any receiver of an RDFI inconsistently by name and number, we and other institutions may process the Entry solely on the basis of the number, even if the number identifies a person or entity different from the named person or institution.

**Available Funds** – We may refuse a payment (credit) Entry if there are insufficient collected and available funds in your account on the date we initiate the transaction (typically one to two Business Days prior to the settlement date) or on the settlement date. We may place a hold on funds pending our processing of your Entry. If we have reason to believe that you may not have adequate funds to cover an Entry, we may refuse or delay execution of the Entry until we receive adequate assurance from you that the funds will be available. Nothing in this Supplement, or any course of dealing between us, shall be construed as our commitment or obligation to lend money to you.

**Same Day ACH** – Same Day ACH allows ACH Originators to submit ACH Entries for same-day processing. ACH Entries must be received by the Bank's Same Day ACH processing deadline of 2:30 p.m. ET, which may be updated from time to time upon notice to you, in order for the Entries to settle the same day. The Bank will rely solely on the Effective Entry date, the eligible standard entry class (SEC) code, the amount of the Entry, and the time an Entry is received, in order for the Bank to determine whether an Entry qualifies for same-day processing. Transactions over NACHA entry limits (greater than \$1,000,000), international ACH transactions (IATs), and/or entries originated by Originators using pre-funded ACH services are ineligible for same-day processing, and will be processed according to the next available processing window.

Additional fees for same-day processing will apply as noted in the Bank's fee schedule. For more information including questions about applicable fees, or to opt-out of same-day processing, please contact your relationship manager.

**Authorization and Record Retention** – You may initiate ACH debit Entries only with the prior written authorization of the owners of the accounts affected by such Entries. You agree to maintain a copy of each authorization for a period of two years following its termination, and to provide us with a copy upon request. You will not submit ACH debit Entries to collect funds for checks or other paper items that have been dishonored and returned for any reason, even if such re-presented check Entries are permitted under the NACHA Rules. You warrant to us what we are deemed to warrant to others regarding your Entries under the NACHA Rules.

**Reversal or Deletion** – We have no obligation to cancel or amend Entries after we receive them. If you send us a reversal/deletion request using the Security Procedure, we will make a reasonable effort to act on your request. We will not be liable to you if such reversal/deletion request is not acted on. You agree to indemnify us in connection with any such reversal/deletion request to the same extent as we indemnify other parties under Article 4A of the Uniform Commercial Code—Funds Transfers (UCC 4A). Your obligations under this provision will survive termination of any ACH Service.

The following situations will be treated as improper uses of a Reversing Entry, including, but not limited to: (i) the Originator failed to provide funding for the original Entry; (ii) the initiation occurs beyond the time period permitted by the NACHA Rules; or (iii) initiation for any reason other than those explicitly permitted by the NACHA Rules.

**Refusal of Entries** – We may refuse any Entry with or without cause or prior notice. For example, we may refuse an Entry if there are not sufficient collected and available funds in your account on the date we initiate the transaction or on the payment date. We may notify you of such refusal electronically, in writing, by telephone, or otherwise no later than two Business Days after the date the Entry was to be effected. We are not required to pay you interest on a rejected Entry for the period from refusal of the Entry to your receipt of the notice of refusal.

**Account Information Security Requirements** – In addition to your general obligation to keep account information confidential, ACH Originators and TPSPs processing 6 million or more ACH transactions must protect the confidentiality and integrity of Protected Information. Effective June 30, 2022, ACH Originators and TPSPs that process 2 million or more ACH transactions must also comply with the requirement set forth in the preceding sentence. "Protected Information" is defined as non-public personal information including financial information, of a natural person, used to create, or contained with an Entry, and any related Addenda Record. Originators must protect against anticipated threats or hazards to the security or integrity of Protected Information and protect against unauthorized use of Protected Information that may result in harm to a natural person.

**Verification Procedures** – We have procedures in place that help us to identify transactions that may violate applicable laws or that are suspicious in nature. These procedures may occasionally delay transaction processing, settlement, and/ or funds availability. From time to time, we also may ask you for information regarding the nature and purposes of a transaction, as well as your relationship with other parties to the transaction. You agree to provide us with that information and to hold us harmless from any loss you may sustain by reason of the delay.

**International ACH Transactions (IATs)** – You acknowledge that if an ACH Entry made to your account is identified by us as part of an IAT transaction, settlement of the Entry may be delayed or suspended pending our review of the transaction for compliance with the regulations of the Office of Foreign Assets Control ("OFAC"). We may place an indefinite hold on the funds in question if we believe in our sole discretion, that the OFAC regulations require its termination or blocking. If an IAT Entry is delayed or terminated, we will provide you with such notice as may be required by the NACHA Rules and applicable law. We will not be liable for any failure or delay by a gateway operator or other financial institution in processing or failing to process any IAT Entry.

**Higher-Risk ACH Originator Activity** – Banking regulators and NACHA consider TPSPs, Third Party Payment Processors, and Third Party Senders to be higher-risk ACH Originators. Additionally, such regulators and NACHA consider certain transaction types to be higher-risk ACH activities. If we classify you, your TPSP, or your transactions to be higher risk, you agree to supply us with such additional information related to you and your ACH activities that we may request. Third Party Payment Processors and Third Party Senders are not permitted. If we classify you as a Third Party Payment Processor or Third Party Sender, we have the right to terminate you immediately.

**Tax Payments** – If you use this Service to make tax payments, you acknowledge that: (a) our employees are not authorized or permitted to give tax advice to you; (b) any interruption of the Service, regardless of the reason, will not relieve you of your obligation to make a tax payment by another means; (c) you are solely responsible for ensuring the timely and correct payment of taxes; and (d) we do not act as your paying agent, and we do not assume the duties of a paying agent, as outlined in the Internal Revenue Code or under applicable state law.

**Notice of Returned Entries** – We may notify you electronically, in writing, by telephone, or otherwise regarding any Entry that is rejected or returned for any reason. We will not be obligated to credit your account with any interest, unless the return is caused by our failure to properly execute the Entry. We may attempt to remake the Entry if the return is due to our error and we have sufficient data to remake the Entry.

**Notices and Statements** – Information on transfers to or from your accounts will be reflected on your periodic statements and may be available to you online. We are not required to provide you with any other notice of the receipt, transmittal, or debiting of Entries.

Unauthorized ACH returns will be subject to an additional return fee charged by the ACH Operator in an effort to reduce the number of unauthorized transactions in the ACH Network.

**Unauthorized Entries** – We may process any Entry (including an amendment or cancellation Entry) we believe is transmitted or authorized by you if we act in compliance with the Security Procedure (including any callback procedure) agreed upon by you and us. Such Entries will be deemed effective as if made by you, and you will be obligated to pay us in the amount of such Entries, even though they are not transmitted or authorized by you. We strongly recommend that you impose a dual-control environment in connection with the transmission and confirmation of Entries. If you elect not to do so, you agree to be subject to a higher standard of care with respect to your accounts, transactions, and statements.

**ACH Debit Block** – With our ACH Debit Block, you select authorization criteria for ACH debit Entries on a form we provide you. Any Entry that does not meet your authorization criteria will be returned. You agree not to initiate or authorize anyone to transmit Entries that are designated to be blocked by this Service.

This Service does not apply to transactions between you and us. As such, we may process Entries that you have authorized us to originate (e.g., loan payments and check order fees), whether or not you have included them in your authorization criteria. We also may process any Entries, reversals, or adjustments that we are required to accept under applicable NACHA Rules, guidelines, or regulations.

Although our software "block" is not designed to affect any paper draft or check, including any remotely created checks or demand drafts, it may cause us to reject items that are converted to ACH entries (e.g., POP or BOC ACH transactions). As such, you should take appropriate steps to ensure that persons making purchases with checks drawn on your designated accounts do not permit their conversion to electronic form.

If this Service is terminated for any reason, we will not be obligated to continue monitoring Entries against your authorization criteria, and will receive and accept or return Entries to your account in accordance with our normal procedures.

**Cash Pooling Service.** This Service provides you and your affiliated companies ("**Affiliates**") with a way to transfer, pool, and/or maintain predetermined balances in your designated bank accounts in the United States.

At the end of each Business Day, or at a time mutually agreed upon between yourself and the Bank, we will transfer funds between your and your Affiliate's designated Zero Balance Account(s), as defined below, and a Concentration Account, also defined below, to bring the balance in the Zero Balance Account(s) to zero or some other predetermined amount.

Funds transferred must be returned to your and/or your Affiliate's account no later than 183 days from the date of transfer, and may be returned as soon as the next Business Day. Failure to do so may subject you or your Affiliate to tax withholding if interest is paid from a U.S. entity's account to a non-U.S. entity's account. We recommend that you consult your tax advisor. We do not agree to assume primary withholding and reporting as your agent.

You must maintain sufficient available funds in the Concentration Account at the end of each Business Day to cover all transfers to the Zero Balance Account(s). We are not required to extend credit to you or any Affiliate in order to meet a predetermined balance.

The Cash Pooling setup form(s) that you complete will identify the operating parameters for the Service. Based on your instructions, we will allocate any interest (whether debit or credit) to each of your Affiliate's Concentration Accounts by debiting or crediting your Concentration Account. We will provide you with periodic statements itemizing all entries to the Zero Balance Account(s) and the Concentration Account. These statements can be accessed through one of our online services, GCMS+ and MUFU Exchange, if you subscribe to those Services.

We will allocate any interest (whether debit or credit) to each Concentration Account held by you or your Affiliates in accordance with your advance instructions and will provide interest allocation reports to you at agreed-upon intervals. Each Affiliate represents and warrants to us that: (a) it is your Affiliate; (b) its Service accounts will remain free of any pledge, assignment, lien, security interest, or other encumbrance (other than those in favor of the Bank) that might affect the Service; (c) it has an intercompany agreement with you and, if applicable, other Affiliates with respect to the Service, and we will not have any obligation to know, interpret, or enforce its terms; (d) its participation in the Service does not violate or conflict with any provision of applicable law or any agreement to which it is a party or by which it is bound; and (e) it keeps its books in accordance with the rules governing it and in an independent manner so as to reflect its own activities and right to funds.

Any Affiliate may terminate its participation in the Service with respect to itself by providing us with 15 days prior written notice. We may suspend or terminate the Service for one or more of an Affiliate's accounts without cause but with prior notice. We may immediately terminate or suspend the Service with respect to any Affiliate if: (a) the Affiliate is in breach of any obligation to us, (b) we are unsure about your continuing authorization to transfer funds to or from the Affiliate's accounts, or (c) we have any reason to believe that an unauthorized transaction has taken or may take place involving any account. The existence of our right to suspend or terminate this Service shall not be deemed to create any obligation on our part to question any account activity by your Administrator or authorized signers.

If, for any reason, a Concentration Account shows a negative balance, you and the Affiliates whose transactions caused the overdraft shall be jointly and severally liable to us for payment of the overdraft.

As used above, "**Concentration Account**" means a U.S. dollar demand deposit account maintained by the Bank in the United States in your name or your Affiliate's name. The Concentration Account(s) designated in your setup form will be used to consolidate funds from your or your Affiliate's Zero Balance Account(s).

"**Zero Balance Account**" means a U.S. dollar demand deposit account maintained by the Bank in the United States in your name or your Affiliate's name for which either the Ledger Balance or the Available Balance is returned to zero (or some other predetermined amount) at the end of each Business Day through the transfer of funds to or from a designated Concentration Account. A Zero Balance Account may be used for the payment of debit items, the collection of credit items, or the payment and collection of both debit and credit items. Your setup form for the Service must designate one or more Zero Balance Accounts. You may ask us to add other Zero Balance Accounts from time to time.

**Check Print Service.** You can use this Service to arrange for the printing and mailing of checks to payees designated by you to be settled via the Disbursement Account (as defined in the Controlled Disbursement Service section of this Supplement). The Check Print Service will require use of the Controlled Disbursement, Account Reconciliation and Positive Pay Services.

You shall have the duties and liabilities of the drawer under the UCC with respect to any check issued in connection with this Service. Neither we nor any service provider will be deemed the drawer of the checks.

You will provide check issuance instructions via electronic transmission, accompanied by data consisting of the name and address of the payee of each check to be issued, the amount of each check, and other data provided for within the specified transmission format (the "**Issuance Data**"). You shall transmit Issuance Data by the required cut-off times established by us for either same-day or future-day printing of the checks. If the Issuance Data is received after the required cut-off time on any Business Day, the Issuance Data will be considered received on the next Business Day. You may request an earlier processing date after submission of a future-day printing request, and we will use our best efforts to accommodate the request. If the Issuance Data is incomplete or incorrect and the revised Issuance Data is not received by the required cut-off time, we will make commercially reasonable efforts to issue and mail the checks on a next Business Day basis, following receipt of the corrected or revised Issuance Data, unless the Issuance Data has a specific future date for issuance of the checks. However, we do not guarantee that such checks will be issued or mailed the next Business Day.

Upon your request, we will provide check issuance data files by electronic transmission or the same shall be made available to you via an online portal at the time the checks are issued. You must promptly: (i) review and inspect all check issuance data upon receipt or when made available and (ii) notify the Bank of any discrepancies between Issuance Data and the check issuance data file. The term "discrepancy" includes any claims (including claims of unauthorized signatures, alteration, counterfeit, or other fraudulent activity) which reflect a difference between the check issuance data file and the Issuance Data transmitted to us. If you do not notify us of any such discrepancies within ten (10) Business Days after we have forwarded the check issuance data file, you will be deemed to have unconditionally waived any right to bring any claim based on such discrepancy.

You may elect to have remittance-only information created (without an item).

We will create and issue checks or remittance information in accordance with the Issuance Data received from you. You authorize us to make minor corrections to the address information in the Issuance Data in order to ensure the prompt and correct transmittal of a check or checks to designated payees. We will place each check issued in an envelope and mail such check by First-Class Mail or overnight courier to each designated payee or a designated location.

After instructing us to issue one or more checks, you may attempt to cancel such instructions by notifying us. We will use commercially reasonable efforts to comply with the cancellation request, but will incur no liability to you if any check or checks are nevertheless issued.

**Controlled Disbursement Service.** This Service enables you to issue checks from a disbursement account (the “**Disbursement Account**”), which is a Check Special Services Account, providing you a way to manage and fund your daily check disbursements.

When you issue checks against the Disbursement Account, we will transfer available funds from your designated account with us (“**Funding Account**”) to the Disbursement Account to cover those items.

For this Service, you give us the right to make deposits to the Disbursement Account or issue return or stop payment instructions with respect to checks written on or presented against the Disbursement Account. Except as required under applicable law or set forth in other agreements with us, your only right with respect to the Disbursement Account shall be the right to provide check issuance instructions and provide stop payment and cancellation instructions as set forth herein.

We do not review items drawn on the Disbursement Account and assume no responsibility for any fraud or errors related to such items (e.g., forged or altered items, misencodings, missing endorsements, legends or notations, post-dated items, or other irregularities).

Your Disbursement Account checks must comply with the specifications that we provide to you. You agree to provide us with sample voided checks upon our request.

You will maintain sufficient collected funds in your Funding Account to cover items drawn on the Disbursement Account.

Only we will make deposits to the Disbursement Account. Please see the MUFG Check Manager User Guide for online initiation of stop payment and post-dated check orders.

If information on disbursement items is made available to you through an online Account Reconciliation or Positive Pay Service, you agree to the terms applicable to that Service.

**Transfer of Funds to the Disbursement Account** – We will charge the Funding Account each Business Day for the amount necessary to fund the checks presented against the Disbursement Account (“**Daily Funding**”). If, on any Business Day by an applicable cut-off time, sufficient immediately available funds are not in the Funding Account for all checks presented, one or more checks may be dishonored in any order.

**Return of Unpaid Items** – We, in our sole discretion, may instruct the return of any or all items presented for payment against the Disbursement Account if: (a) there are insufficient collected and available funds on deposit in the Funding Account; (b) the Disbursement Account or the Funding Account is closed, suspended, frozen, subject to a dispute, or unavailable for any other reason; or (c) there is a communications failure or another condition that prevents us from obtaining information from or transmitting information with respect to the Disbursement Account. The Check Special Services Provider may pay items in any order it chooses, and we assume no responsibility for determining which items should be returned unpaid if there are insufficient funds.

**Termination** – When this Service ends, you will remain liable for all Disbursement Account checks properly paid before the Disbursement Account is closed.

**File and Report Delivery Service.** This Service allows reports and data files to be delivered to you and other recipients you identify, based on criteria that you specify. See your Master Terms of Business for further details regarding Information Services and your MUFG Connect – Integrated Payables Service Supplement regarding connectivity.

**MUFG Connect – Integrated Payables Service.** The MUFG Connect – Integrated Payables Service (“**Service**”) provides for electronic transmission via connectivity channel to the Bank (or its designated representative or service provider) of messages, payment and nonpayment instructions. In addition, the Service allows for the electronic transmission of messages, reports and confirmations via connectivity channel. Terms and conditions governing use of the Service are set forth in the MUFG Connect – Integrated Payables Service Supplement.

**MUFG Connect – Integrated Payables Premium Service.** The MUFG Connect – Integrated Payables Premium Service (the “**P Services**”) is an electronic, Internet-enabled communication and database system that allows you to transmit payment instruction files for printing and mailing of checks and other specialty print documents, and to initiate ACH transactions, virtual card transactions, and wire transfers.

The P Services’ database system permits your vendors to maintain a profile with their banking details and, if applicable, a preference for payment by ACH or virtual card directly on the portal of the Provider (as defined below). In connection with the P Services’ set-up, you may select an optional feature whereby an instruction by you to pay a vendor of yours by check may be converted to a payment by ACH or virtual card, according to such vendor profile.

If you elect to initiate virtual card payments or permit conversion of check payment instructions into a virtual card payment instruction, you may be required to enter into a commercial card agreement.

**Provider** – Certain functions of the P Services may be made available to you through a third-party service provider (the “**P Services Provider**”). You agree that the Bank may provide information regarding you and those sending remittances to you to the P Services Provider in order to provide the P Services. In connection with the P Services, you authorize us and the P Services Provider to contact you via mail, telephone, e-mail, or other electronic method, and you agree to comply with reasonable information requests from us or the P Services Provider.

**Access** – You may access the P Services via a host-to-host or online banking channel Service offered to you by the Bank. Such access and use shall be further subject to the terms of such respective channel agreement. You agree to upload and/or transmit your electronic payment or document file via the respective channel, pursuant to the particular agreement with respect thereto entered into between you and the Bank. We will acknowledge receipt of the file, and you will authorize the processing of the transactions.

**Security Precautions** – You agree to take all reasonable security precautions to prevent unauthorized or fraudulent use of the P Services by your employees, agents, contractors, customers, and third parties. Neither we nor the Provider assumes responsibility to discover breaches of your security. You must immediately notify us if you discover any security breach related to the P Services. You are responsible for updating the applicable Service Documentation (as defined below) in writing when any user leaves your employment or otherwise should have their access to the P Services revoked.

**Security Procedures** – The security procedures for access to the online banking channel are as set forth in the MUFG Exchange Supplement. The purpose of the security procedures is to verify the authenticity of the files transmitted to us in your name, and not to detect errors in the transmission or content of files. You represent and warrant each time you use the P Services that, in view of your requirements, the relevant security procedure is a satisfactory method of verifying the authenticity of files. You agree that any transactions or instructions issued by you to the Bank by your use of the P Services, the authenticity of which has been verified through such security procedures, and accepted in good faith by the Bank shall be effective as that of you whether or not authorized by you.

**Proprietary Information** – All of the P Services Provider's systems, programs, operations, instructions, documentation, and know-how (the "**P Services Provider Information**") relating to the P Services are and shall remain the property of the Provider and us. You agree to hold in the highest confidence all information that you may receive from us or the P Services Provider respecting the P Services Provider Information. You shall disclose the P Services Provider Information only on a need-to-know basis. You agree not to use the P Services Provider Information for your own purposes except in furtherance of your use of the P Services.

**ACH Terms** – You understand that with respect to ACH Entries initiated through the P Services, you will be considered the Originator of the ACH Entries, and we are the Originating Depository Financial Institution (ODFI); we will be considered the ODFI unless you request that the Bank forward the payment detail to another institution for processing.

**Integrated Receivables Service.** The Integrated Receivables Service is an accounts receivables solution that automates certain reconciliation processes by consolidating remittance information about payments made to you from third parties via wire, ACH Entry, credit/debit card via the Total Biller Solution Service, and Lockbox. The remittance information may be delivered together with the payment or separately delivered via Email Remittance Capture or via connectivity channel through our MUFG Connect – Integrated Payables Service (in each case, with data security protocols as separately mutually agreed upon). The remittance information can then be matched against payments based on certain criteria. Collected data is consolidated into a single report file (a "**Report**").

At your election, Reports can be made accessible to you via either MUFG Exchange or through our MUFG Connect – Integrated Payables Service with data security protocols being mutually agreed upon. The format of Reports can be customized separately as mutually agreed upon.

**Interactive Foreign Exchange (FX) Service.** This Service enables a Customer to request (via the Bank's online channel) the initiation of a payment that requires a foreign exchange ("**FX**") conversion, to a currency (the "**Non-Account Currency**") other than the currency of the Account (the "**Account Currency**"), at a disclosed and agreed upon rate. The Customer may instruct the Bank to issue the payment from the Customer's Account. Upon acceptance by the Customer of the FX rate quoted for the eligible Non-Account Currency, and subject to the Bank's acceptance of such payment instruction, the Bank will debit the Account for the Account Currency equivalent for the amount of the Non-Account Currency to be transferred, at such FX rate that was disclosed and accepted by the Customer. The Customer acknowledges that such FX rate shall be inclusive of an applicable spread as determined by the Bank in its sole discretion. In connection with any FX transaction, the Bank will be acting as principal and not as the Customer's agent or fiduciary. The Customer acknowledges that the FX rate may differ from rates at which comparable transactions are entered into with other customers on the relevant date.

The Customer understands that if the beneficiary's account is a currency other than the currency that Customer has instructed to pay, payment may be made by the beneficiary's bank at its rate of exchange on the date of its payment. In connection with each FX payment, the Customer shall comply with all local currency restrictions and any other local law governing the transaction.

**Liquidity Center Service.** Liquidity Center is accessible through entitlements on MUFG Exchange. The Service will, to the extent chosen by you, allow users to: (i) view Accounts held with the Bank and the data associated with such Accounts; (ii) enter additional data for future cash flow and compare such expected cash flow against actual cash flow; and (iii) access periodic statements itemizing all entries to your Zero Balance Account(s) and your Concentration Account pursuant to the Cash Pooling Service, if the Customer has implemented the Cash Pooling Service.

The Customer shall be responsible for requesting which user and/or administrator may access Liquidity Center via a setup form.

**Lockbox Service.** This Service allows the processing of payments that you receive by mail from your customers by: establishing one or more post office boxes ("**Lockboxes**") where your customers may mail payments to you; arranging for the collection of such payments each Business Day; endorsing checks on your behalf; depositing payments to a lockbox account (the "**Lockbox Account**"), which is a Check Special Services Account, for further credit to an Account you designate; and providing related accounting and record-keeping services.

**Email Remittance Capture** – You can select to send secure email remittances for data capture via a dedicated email address. A dedicated email address can also be linked to a Lockbox to capture email remittance data. Once we notify you that we are ready to commence the Service, you may direct emails containing remittance data to the specific email address for data capture.

**Remote Lockbox** – You can select to remotely capture checks and full-page documents directly into your existing Lockbox for processing by subscribing to the Remote Deposit Service. In addition, you can select to view images of your checks and documents online by subscribing to Digital Image Archive.

**Digital Image Archive** – Optionally, you may subscribe to online viewing of images of your checks and associated documents received in your Lockbox. You must obtain our MUFG Check Manager Service in order to receive this Service. We assume no liability if this archiving component fails to perform for any reason.

**Commencement of the Service** – Once we notify you that we are ready to commence the Service, you may direct your customers to mail payments to you at the post office box address(es) we designate. You grant us exclusive and unrestricted access as your agent to the Lockbox(es) and their contents. You authorize us to arrange for unique zip codes in connection with the Service.

**Our Processing of Checks** – You authorize us to endorse all checks we receive on your behalf through this Service. We may refuse or accept checks for deposit to the Lockbox Account if there is any difference between the name of the payee and your legal or acceptable payee name as shown in our Service records (for clarity, you may provide "Acme" as your acceptable payee name in addition to "Acme Publishing, Inc." as your legal name for purposes of check processing under the Lockbox Service). You will be deemed to warrant the endorsement of all items we receive through this Service, as well as your right to receive such items for deposit to the Lockbox Account.

**Deposit of Checks** – We will deposit payments to the Lockbox Account for further credit to the Account you designate, pursuant to the terms of your Master Terms of Business. We may process items received after our cut-off hour on a Business Day or on a Saturday, Sunday, or holiday as of the next Business Day.

**Copies of Checks** – We will make a copy of each check processed pursuant to this Service and will retain the record for several years. At your request and expense, we may prepare copies of checks for you. You acknowledge that microfilm or image processing is subject to error on occasion, and agree to hold us harmless from all claims, actions, damages, attorney's fees, and costs associated with our inability to produce copies of checks. Following each deposit, we may send processed documents; unprocessed items; photocopies of checks, return items and adjustments; and other materials to you at the address you designate in accordance with the schedule agreed upon by you and us or otherwise make the same available to you in an electronic form.

**Irregular Items** – We may reject items for deposit that are irregular in any way. We may process or forward to you for disposition items: (i) that contain discrepancies or minor errors; (ii) bearing payee names different from your legal or acceptable payee name as shown in our Service records, and/or (iii) that appear to be altered. We will reject any items drawn on a foreign bank or in a foreign currency.

Notwithstanding any previously agreed to arrangements, we may process checks bearing notations such as "Payment in Full," "Paid in Full," and/or other memo line notation, and we assume no obligation to identify and/or return checks bearing such notation. We may process checks that are post-dated or stale-dated. In addition, we may process checks with missing signatures. You agree that we will not be liable in the event that a check with any of the conditions listed above is processed, and we assume no obligation to identify and/or return such checks to you.

We may use technology to capture and read the check amount. If the check amount captured falls below our pre-established accuracy threshold, we will finalize the check amount by using the written amount. If the amount of a check written in words and figures differ, the check will be processed for the amount written in words. We assume no duty to confirm that any payment equals the amount of any accompanying payment coupon, statement, or invoice. You agree not to send or have others send registered state warrants or demand drafts (items that do not bear the maker's signature but purport to be authorized by the maker) to the Lockbox.

**Your Instructions** – Unless we agree otherwise in writing with you, you agree to instruct your customers: (a) not to send cash, returned merchandise, notices, communications, parcels, or other materials with their payments to the Lockbox address specified for this Service; and (b) to mail checks and remittances, payable to you, by regular U.S. mail (and not by private air courier, parcel post, or any other third-party delivery service).

You agree not to provide your customers with marketing reply forms or other materials in connection with your billing process that your customers may return with their payments to the Service address. We assume no duty to you or others with respect to returned merchandise, property, or correspondence mailed to the address provided for this Service (we may return such items to the sender, if known by us, or forward them to you at your request, sole risk, and expense).

**Bulk Processing** – You acknowledge that Lockbox payments may be bulk processed with other funds in one or more accounts during the course of processing. Therefore, payments of a type that, by virtue of a statutory, regulatory, contractual, or similar restriction, cannot be bulk processed with other payments or funds will not be accepted under the Service without our prior agreement.

**Third-Party Secured Creditors** – We may refuse to enter into a third-party secured creditor agreement with any creditor of yours with respect to any payments or funds processed through the Lockbox. You represent and warrant that you are not subject to any third-party creditor agreement that requires the execution of such an agreement by us. To the extent that the terms of this provision conflict with the terms of any setup form, the terms of this provision shall govern.

**Notice of Errors** – You agree to notify us promptly, and in no event more than 15 days, of any errors or irregularities reflected in the transaction records that we send to you. Our records, kept by us or a service provider in the regular course of business, will be presumed to be accurate unless clearly erroneous.

**Post-Termination** – You agree to notify your customers to stop sending payments through the Lockbox following the termination of this Service. At your request, we may (at our sole discretion) agree to continue processing payments and/or will forward mail received through the Lockbox to an address designated by you or return to the sender for a short period of time following the date of termination. Such processing will be subject to the terms of this Supplement in effect on the date of termination. Otherwise: (a) we may terminate the Lockbox and/or refuse to pick up any further mail from the Lockbox; (b) we may forward or send to you by courier (at your expense) any Lockbox mail that comes into our possession; and (c) if you fail or refuse to pay our expense for sending you such mail, we may return or send, at your expense, any Lockbox mail to the sender (if known). You will remain obligated to pay us any remaining rental charges we incur (up to one year) for the post office box(es) we obtain for your use of the Service.

**MUFG Check Manager Service.** MUFG Check Manager is accessible via MUFG Exchange. It provides online access to the information, data, and reports to meet your needs in connection with the Account Reconciliation, Check Issuance, Controlled Disbursement, Lockbox, Positive Pay, and Remote Deposit Services. You may electronically access and monitor the transaction activity by using the functions available within MUFG Check Manager, including without limitation, Digital Image Archive, reporting and data extraction, and reporting of controlled disbursement check activity. You may elect to receive automatically generated notices and/or reports during the Business Day. With this Service, you may receive an automated generation and delivery of certain selected notices and/or reports directly from us throughout each Business Day. Notification can be triggered by events based upon an action in a Service, or as a scheduled event based upon a time parameter selected by you.

**Positive Pay Service.** This Service provides you with a way to identify and prevent the payment of checks that you have not authorized, as further described in the User Guide (defined herein). You must obtain our Controlled Disbursement and Account Reconciliation Services in order to receive this Service.

**Issue Data** – You agree to provide us with a list of the account numbers, serial numbers, exact amounts (dollars and cents), and if you subscribe to the Positive Payee Service<sup>1</sup> option, names of the payees of the checks that you have issued ("**Issue Data**") on or before our designated cut-off hour on the day the checks are issued. Your checks must be magnetically encoded and formatted in accordance with our specifications, and your Issue Data must meet our reporting requirements (see our User Guide).

We will match your Issue Data against items presented to us through normal interbank check clearing procedures (e.g., local clearinghouse, Federal Reserve, or direct send presentation cash letter) ("**Presented Checks**"). You authorize and instruct us to pay Presented Checks that match the Issue Data and are not subject to any overriding instruction from you, without further investigation or review by us. You agree that: (a) Presented Checks that match the Issue Data are, and should be treated by us as, properly payable; (b) we have no duty to inspect Presented Checks for unauthorized, missing or improper signatures, alterations or stale dates, or otherwise to take steps to determine whether they are properly payable; (c) we may compare Issue Data with information that is encoded on Presented Checks; and (d) we may elect to correct and process any Suspect Items that we discover have been misencoded.

---

<sup>1</sup> The optional Positive Payee Service within Positive Pay allows systematic validation of payee names on the day of presentment, as further described in the applicable User Guide. Additional fees may apply to your use of the Positive Payee Service.

Although we may attempt to identify and/or return duplicate checks, checks with duplicate serial numbers, misencoded items, checks with non-matching issue dates, stale-dated checks, or checks lacking an encoded serial number, we assume no obligation for failing to do so. We will not be required to physically examine matching checks to confirm that they are properly signed, completed, and encoded. You agree that we may rely on the process described above and that it will be deemed an acceptable standard of care for this Service and your account.

**Return of Presented Checks If No Issue Data** – Unless you have a standing instruction with us to the contrary, all items presented for payment against your accounts will be deemed to be unauthorized and will be dishonored and returned without payment unless they appear as part of the Issue Data received by us in a timely manner (or are a Suspect Item subject to a Pay decision, as described below). You agree that we may return all items, and that our dishonor of them will not be wrongful, unless they appear as part of an Issue Data or a Pay decision that we have received in time for us to act. In these circumstances, even a properly payable item may be returned. You agree that this is acceptable and authorized by you, and you waive any right you may have to claim that the dishonored item was properly payable.

**Suspect Items** – If you submit Issue Data before the cut-off time and there are Presented Checks that do not match the information you provide in the file, we will treat them as suspect (“**Suspect Items**”). If you subscribe to the Positive Payee Service, the payee name is only matched on the day the Checks are presented. If the payee name on a Presented Check does not match the payee name in the Issue Data received by the cut-off time, it will be treated as a Suspect Item on the next Business Day. We will dishonor and return all Suspect Items unless otherwise instructed with a Pay decision (as described below). We will notify you of Suspect Items electronically or by means of another mutually approved method.

**Items Not Covered** – This Service does not match your Issue Data against items that have been finally paid (e.g., checks presented over the counter at one of our branches). Accordingly, finally paid items are not included in Service reports and will not show as Suspect Items. This Service also does not cover checks that we are committed to honor or pay under the applicable laws, regulations, or rules governing such items.

**Reviewing Suspect Items** – You will review your Suspect Items and provide us with your “Pay” or “Return” decisions no later than our designated cut-off hour each Business Day. If we make Suspect Item information available to you via the MUFU Check Manager Service, or you elect to receive automatically generated notices from the MUFU Check Manager Service (e.g., via text message) you agree to examine the website each day, whether or not you receive any notification from us that the information is available. You understand and agree that it is your responsibility to monitor the Suspect Items each Business Day, and that the notification is a customer service that may or may not be completed; the notice is not a prerequisite to your obligation to review Suspect Items each day and provide “Pay” or “Return” instructions to us if there are any Suspect Items.

**Return of Suspect Items** – We will return all Suspect Items unless we receive a Pay decision on the Items on or before the cut-off hour on the Business Day the checks are first reported in a Suspect Item Report. If you take no action on a Suspect Item Report or on any individual Suspect Item, or your Pay/Return decision is not received by us before the cut-off hour, we may treat that as an instruction from you to pay or dishonor your checks according to the default option chosen by you.

**Payment of Suspect Items** – If we pay a Suspect Item in error, we will be liable to you for the lesser of the amount of the wrongfully paid Suspect Item or the actual damages you suffer from our payment of the Suspect Item. However, if payment of the Suspect Item discharged an indebtedness or obligation of yours and, because of this, you have no actual damages or reduced damages, then you agree that our liability to you is reduced to the same extent.

**Faulty Information** – You agree to provide check information to us in the form, format, and manner that we specify (see the applicable User Guide for specifications). You assume full responsibility for the completeness and accuracy of all information furnished to us. You understand that it is important for the information to be exact (for example, the correct amount of an item must include both dollars and cents). Our willingness to process nonconforming information will not be considered a waiver of any requirement of this Supplement, and we may discontinue processing nonconforming information without prior notice.

**Stop Payment** – This Service is not a substitute for placing a stop payment order on checks. Any stop payment or return instructions that you give to us will be governed by your Master Terms of Business and the other provisions of this Supplement.

**Optional Features** – This Service offers a number of optional suspect item features. See the setup forms and User Guide for additional information.

**Remote Deposit Service.** You can use this Service to scan images of checks and other items (“**Checks**”) and then transmit those images and other data electronically for deposit to a remote deposit service account (the “**Remote Deposit Service Account**”) or to a Lockbox Account, each of which is a Check Special Services Account, for further credit to the Account you designate. The Checks will then either be processed electronically or converted to substitute checks (“**Substitute Checks**”) based on the information you provide.

**Using the Service** – You agree to: (a) follow our Service instructions for capturing and transmitting Check images and other information to us; (b) view each Check as it is scanned to ensure that the images (front and back) are being captured and accurately and legibly depict all information on the original Check; (c) retain original Checks for no more than 30 days; (d) no later than the 30th day, promptly and thoroughly destroy the original Checks (e.g., by shredding); (e) adopt commercially reasonable security procedures in connection with the storage and destruction of original Checks and any copies of such Checks; (f) allow us to examine the physical location where you capture and transmit Check images and store original Checks to confirm your compliance with this Supplement; (g) adequately train your employees on the use of the Service and evaluate the need for separation of employee duties to reduce the risk of fraud; (h) allow us to inspect any audit report related to your operational process for the Service; and (i) provide us with the original Check (if it is within your possession) or a sufficient copy of the Check within five Business Days of our request. A “sufficient copy” of a Check is a paper reproduction of an original Check that accurately represents all of the information on the front and back of the original Check as of the time the image was transmitted to us by means of this Service. Once you transmit Check information to us, you agree that you will not attempt, directly or indirectly, to negotiate, deliver, transfer, or deposit the original Checks (or copies of such Checks, whether in paper or electronic form) with us or others.

**Certain Checks Not Permitted** – You may use the Service only to process the deposit of original paper Checks that are payable to you. Unless we specifically agree otherwise in writing, you may not use the Service to deposit: (a) Checks payable to, or endorsed by, a third party; (b) demand drafts or remotely created Checks (i.e., Checks lacking the original signature of the drawer) unless agreed to by the Bank; (c) Substitute Checks (i.e., paper Checks created from an electronic image) or checks where all or some of the numbers in the magnetic ink character recognition are not printed with magnetic ink; (d) Checks that are irregular in any way (e.g., where the numerical and written amounts are different); (e) Checks that have previously been returned unpaid for any reason; (f) Checks that are post-dated or more than six months old; (g) Checks drawn on a foreign bank or payable in a foreign currency; (h) Checks payable to “Cash”; (i) Checks issued by you or any company affiliated with you through 20% or greater common ownership or control; (j) registered government warrants; (k) any Check that you suspect is fraudulent or not properly authorized; or (l) any Check or Checks that exceed the transaction limitation(s) that we establish from time to time. Our processing of any of the Checks described above shall not obligate us to continue that practice, and we may stop doing so without cause or prior notice.

All Checks must be scanned and electronically transmitted to us using equipment located solely in the United States. You may not use the Service to deposit checks from a location outside of the United States.



We may refuse any Check for deposit, with or without cause, or may elect to take a Check on a collection basis only. If we accept a Check for collection, we will send it to the institution upon which it is drawn, but will not credit your account for the amount until we receive the funds from the other institution. If we elect to credit your account before then, we may charge the amount back against your account if we do not receive payment for any reason. Please see your Master Terms of Business for other restrictions on deposits.

**Your Representations** – You represent and warrant the following with respect to each Check that you transmit electronically to us: (a) you have the legal right to accept the Check for deposit and negotiation; (b) the images and information that you transmit accurately represent all of the information on the front and back of the original Check, including (without limitation) all endorsements, at the time of transmission; (c) you have not taken any action that would obscure, alter, or impair the capture or transmission of information on the front or back of the Check, or that otherwise may prevent us or another institution from capturing or processing such information; (d) you make all warranties that would otherwise apply to the Check if it had been a paper item deposited with us; (e) you make all encoding, transfer, presentment, and other warranties that we (or any correspondent bank we use) are deemed to provide to others (e.g., as a reconvert bank) under any law (including, but not limited to, the Check Clearing for the 21st Century Act [Pub. L. 108-100] and Federal Reserve Regulation CC, each as may be amended from time to time), clearing house rule, or image exchange network or agreement to which we are a party; (f) the original Check will not be presented for deposit or payment more than once; and (g) you will ensure that the identification of previous truncating and reconvert banks are preserved and that returned Substitute Checks meet the requirements for legal equivalency under Federal Reserve Regulation CC.

**Hours of Operation** – The Service can be utilized 24 hours a day, seven days a week, except when our system is unavailable due to needed maintenance or system outages. Deposit information received on or after our Service cut-off hour (which we may change from time to time) or on a Saturday, Sunday, or state banking or federal holiday, may be deemed received by us as of the next Business Day. We are not responsible for the unavailability of the Service or any damages that may result from its unavailability.

**Confirmations** – Although we will not send you a confirmation for each Check we receive, you can use our online service to confirm our receipt of your batch file. If Check information received by us is not complete or cannot be processed by us for any reason, we may reject the deposit, notwithstanding any file receipt information shown at our website, and charge the amount back against any provisional credit to your account.

**Returned Checks** – If a Check is returned unpaid to us for any reason, we may return it to you in the form of a Substitute Check. If you decide to redeposit the returned item, you may only redeposit the Substitute Check; you may not deposit the original Check.

**Check Archive** – Our Service contains an archival component for your convenience. You can use it to store Check images electronically. We assume no liability if this archiving component fails to perform for any reason.

**Availability** – Checks that you deposit through this Service will be subject to the funds availability policy set forth in your Master Terms of Business. If we receive your Check information on a Business Day before our Service cut-off hour, we will consider that day to be the day of your deposit. If we receive your transmission after our cut-off hour or on a non-Business Day, we may treat the deposit as received the next succeeding Business Day. If the drawee of a Check or another third party makes a claim against us or seeks a re-credit with respect to any Check processed through this Service, we may provisionally freeze or hold aside a like amount in your account pending our investigation and resolution of the claim. We also may charge your account for any Check that is returned, whether or not the return is timely or proper.

**Indemnification** – In addition to the indemnification set forth in the Master Terms of Business, you agree to indemnify, defend, and hold us harmless against any and all actions, proceedings, liabilities, losses, costs (including attorney's fees), and claims that result from or arise in connection with: (a) actions by third parties, such as the introduction of a virus, that delay, alter or corrupt the transmission of Check images or information to us; or (b) any claim by a recipient of a Substitute Check corresponding to a Check processed through the Service that the recipient incurred a loss due to: (i) the receipt of the Substitute Check instead of the original Check, or (ii) multiple payments with respect to the same original Check, based on any combination of the original Check, the Substitute Check and/or any paper or electronic copy of either.

**Total Biller Solution Service.** This Service enables you to present bills to your customers (“Payers”) via a website (the “TBS Website”) and allows your Payers to make payments through the TBS Website, your company's website or mobile application, Interactive Voice Response (“IVR”), a call center customer service representative (“CSR”), or point of sale (“POS”) terminal using their bank account, credit card, debit card, or digital wallet.

The Bank, or another financial institution mutually agreed upon between you and the Bank, will process payments made by your Payers from their bank accounts through the TBS Website; your company's website or mobile application; IVR; and CSR channels as ACH Entries and transmit the ACH Entries to your designated Originating Depository Financial Institution (ODFI), which will credit your specified account according to its processing schedule. If the Bank is your ODFI, the Bank will credit your specified Account the next Business Day. You will be considered the Originator for any ACH Entries initiated through the Total Biller Solution Service, and you shall be subject to the NACHA Rules as an Originator. You agree to be bound by the NACHA Rules for all Entries in connection with the Total Biller Solution Service whether or not an Entry is sent through the ACH network.

Total Biller Solution Bank Account Validation (“TBS BAV”) is designed to be used with Internet-Initiated (WEB) ACH Debit Entries and other ACH Entries. TBS BAV is designed to review your customer-provided routing and transit number (“TR”) and bank account number (“BAN”) combination to determine whether your customer's TR and BAN have been successfully used, based on the stored history within Total Biller Solution. If the TR and BAN combination is found in the stored history on TBS and does not result in an ACH return, the ACH Entry may be allowed to be processed. If the TR and BAN combination is not found in the stored history, TBS BAV will determine whether the TR and BAN combination is valid or invalid. If the TR and BAN combination is determined to be invalid, the ACH Entry may not be allowed to be processed on TBS, and you or your customer may be asked to enter a different TR and BAN combination.

Credit, debit card, and digital wallet payments made by your Payers through the TBS Website, your company's website or mobile application, IVR, CSR, and POS channels will be authorized and settled by a third party merchant processor approved by the Bank with whom you will have a separate written agreement for merchant processing services. Such merchant processor will credit your specified Account according to the terms of such merchant processing services agreement.

Upon receipt of the Total Biller Solution payment detail and deposit in the Account, you will post the payments within 24 hours. Cancellations or reversals of your Payer's payments will be performed by your authorized users via the Total Biller Solution Admin console accessed via MUFG Exchange and may be subject to applicable cut-off times.

You shall be liable for all transactions initiated through the Total Biller Solution Service and deposited to your Account, including, but not limited to, any transaction that a third party subsequently alleges to have been unauthorized or erroneous, or that were issued on nonsufficient available funds or subject to stop payment or other rejection, returns, or chargebacks. The Bank is not responsible for the detection of errors made by a Payer or Customer and may rely on the information submitted or communicated by a Payer or Customer. You agree to receive, resolve, and respond to errors alleged by others as may be required by applicable law, regulation, or rules.

You shall be responsible for ensuring that any fee you assess Payers for payments complies with applicable laws, regulations, and rules.

The Bank may, in its sole discretion, upon written notice to you, place a maximum dollar limit on transactions in connection with this Service.

**TBS Website and Your Company's Website** – The TBS Website will be branded with your logo and configured, hosted, and supported by our third-party service provider (or its service provider), each of which, along with us, shall have the right and license to use your name, trademarks, service marks, copyrights, logos, and other textual information in connection with the TBS Website solely for the purposes contemplated herein.

We recommend that your company's website or mobile application or the TBS Website, as applicable, includes the following information, if applicable, in a clear and conspicuous manner: a) a complete description of the goods and services you offer; b) your refund and return policy; c) a customer service contact, including both a telephone number and an email address; d) a statement that all prices and payments will be in U.S. dollars; e) any applicable export or legal restrictions that might be relevant to Payers; f) your delivery policy; and g) your privacy and cookie policies.

You agree to indemnify, defend, and hold the Bank harmless from all claims, losses, damages, demands, actions, proceedings, fines, costs, and expenses (including, without limitation, attorney fees) related to or arising out of any content you provide or fail to provide on the TBS Website or your company's website or mobile application that violates applicable law, regulations, or rules, including without limitation, any payment network rules.

You shall ensure that the links you provide to your Payers to the TBS Website are secure and that any such link takes Payers to the appropriate area within the TBS Website. You shall be responsible for providing the agreed-upon data concerning Payer in a manner that meets the Bank's encryption or security methods as notified to you from time to time. You agree to use industry-standard security protocols and technology to ensure the security of your company's website and mobile application to prevent data theft or unauthorized access.

You agree that Payers shall not be granted access to the TBS Website until you have verified the identity of each Payer using a commercially reasonable method.

You shall not, in any bill presented to a Payer through the TBS Website, include untruncated social security numbers, and you agree to indemnify, defend, and hold the Bank harmless from all claims, losses, damages, demands, actions, proceedings, fines, costs, and expenses (including, without limitation, attorney fees) related to or arising directly or indirectly out of your breach of your obligation contained in this paragraph.

**CSR and IVR Options** – With the CSR option, Payers may make a payment by calling your specified call center, with which you separately contract, with a toll-free number provided by you and speaking to a live person.

With the IVR option, Payers may make a payment via the IVR system by calling a toll-free number provided by the Bank or Customer and inputting the information required.

For the CSR or IVR options, a Payer's identity shall be authenticated in a manner conforming to any applicable payment network rules, and Customer acknowledges and agrees that authentication of a Payer's identity in such manner is commercially reasonable and the Bank shall have no liability for any payment so authenticated.

**POS Terminal Option** – For the POS terminal option, Customer may use a POS terminal approved by our third-party service provider (or its service provider) to accept credit, debit, or digital wallet payments. Customer is solely responsible for safeguarding any POS terminal and agrees to indemnify, defend, and hold the Bank harmless from all claims, losses, damages, demands, actions, proceedings, fines, costs, and expenses (including, without limitation, attorney fees) related to or arising directly or indirectly out of a POS terminal. Customer agrees to protect each POS terminal and its contents from damage, loss, or theft, including, without limitation, protecting against a skimming device or other tampering. The Bank will have no liability to Customer in the event of theft related to or damage of a POS terminal. Customer is solely responsible for any and all losses stemming from such an occurrence. Customer is solely responsible for the location, electrical power, and internet connectivity of a POS terminal.

**Wire Transfer Service.** Unless you have a separate agreement with us in connection with wire transfers, please see your Master Terms of Business for additional terms related to that Service.

**Zero Balance Account Service.** With this Service, you designate one or more accounts as your "Zero Balance Account(s)" and another account as your "Concentration Account." At the end of each Business Day, or at a time mutually agreed upon between you and the Bank, we will transfer funds between the Concentration Account and the Zero Balance Account(s) in order to bring the ledger or available balance in each Zero Balance Account to zero (or some other predetermined amount). We may refuse to transfer funds if: (a) the transfer would exceed the transaction limitations of an account; (b) the funds are subject to a dispute, hold, legal process, setoff or third-party claim, or are otherwise unavailable for transfer; or (c) there are insufficient funds to maintain the target balance. If there are insufficient available funds to cover all transfers contemplated by this Service, we may transfer between the accounts in any order we choose.

## GENERAL PROVISIONS

**Affiliate Participation.** We may require that you and any company you own or control, or that is commonly owned or controlled by a third party ("Affiliate") enter into an Affiliate Participation Agreement with us with respect to certain Services (e.g., the Cash Pooling Service) affecting the Affiliate's account(s). If an Affiliate has executed an Affiliate Participation Agreement, then and for so long as such agreement remains in effect, any reference in this Supplement or the Master Terms of Business to you shall apply equally to such Affiliate, except where the context would render such a reading unintelligible. Notwithstanding anything to the contrary in this Supplement, any Riders or the Master Terms of Business, any Affiliate that has entered into an Affiliate Participation Agreement with you and the Bank, either before or after the date of this Supplement, and for so long as such agreement remains in effect, shall be considered an Affiliate for the purpose of this Supplement.

You represent that you and your Affiliates have entered into a separate agreement among yourselves with respect to jointly used Services. We will have no obligation to know or enforce its terms. You and each Affiliate acknowledge and agree that: (a) funds owned by you and your Affiliates may be commingled by some Services; (b) we will have no obligation to ensure that commingled funds are used for a particular purpose or for the benefit of any Affiliate; (c) we may act upon the instructions of your Administrator and authorized signers in connection with any Service involving Affiliate accounts, whether or not they are shown as authorized signers on the Affiliate's accounts; (d) we will not monitor transactions performed by the Service, your Administrator or, your authorized signer to ensure that they are for the benefit of an Affiliate or otherwise comply with any agreements among you and your Affiliates; and (e) we may provide information regarding your accounts to Affiliates (and vice versa) in order to administer the Services.

You and each Affiliate agree to indemnify, defend, and hold us and our agents harmless from all claims that you or an Affiliate breached any agreement among yourselves or otherwise acted without authority.

**Amendments.** We may add to, delete, or change the terms of this Supplement, the Service fees, and the User Guides by providing you with prior notice. We may amend our security procedures without prior notice if immediate changes are required for security reasons or the changes do not have a material effect on your use of the Services.

**Assignment.** We may assign our rights and delegate our duties under this Supplement to a company affiliated with us or to a third party. You may not assign any right or delegate any obligation under this Supplement without our prior written consent.

**Audits.** You agree to cooperate with us reasonably in any periodic audits we conduct of your compliance with this Supplement.

**Check Special Services Accounts.** Certain of our Services may require us to open a checking account referencing your name and on your behalf (each such account, a "**Check Special Services Account**") at another financial institution (a "**Check Special Services Provider**"). The Check Special Services Provider is an independent contractor. You appoint us as your agent with exclusive rights to open, maintain, and manage each Check Special Services Account. Except as otherwise agreed in writing: (a) all inquiries or communications regarding a Check Special Services Account shall be directed to us and (b) our rights with respect to the Check Special Services Account shall include, but not be limited to the following: (i) the right to enter into account agreements in connection therewith (and any Check Special Services Account shall be subject to the terms and conditions set forth therein, as amended, modified, or supplemented from time to time), (ii) the right to receive statements and reports relating thereto. The Bank may grant a security interest to the Check Special Services Provider in any balance in a Check Special Services Account to secure all obligations with respect to such Check Special Services Account however caused and whether due or to become due. You shall provide us with all information and documentation as we may from time to time reasonably request in connection with opening and maintaining any Check Special Services Account. The Check Special Services Provider may refuse to accept any deposit or transfer instruction directly from you.

**Cut-Off Hours and Business Days.** Some of our Services are subject to processing cut-off hours. Information on cut-off hours can be found in certain User Guides and Service schedules. Our Business Days are Monday through Friday, excluding holidays. Instructions received after a cut-off hour or on a non-Business Day may be deemed received as of the next Business Day. We may occasionally shorten our cut-off hours due to early closure of the Bank in observance of legal holidays. If we do, we will post an online notice of the change or send a notice to you in advance. Services may occasionally be unavailable due to needed maintenance or system/network interruptions.

**Disputes.** Please see your Master Terms of Business with us for information on the procedure you and we will follow for resolving disputes involving this Supplement or the Services.

**Entire Agreement.** This Supplement incorporates, supplements, and supersedes where inconsistent the terms of your Master Terms of Business with us. Please see your Master Terms of Business with respect to governing law, compliance, indemnification, waivers, severability, overdrafts, dispute resolution, and other important terms. Unless we provide otherwise in writing, your Master Terms of Business and this Supplement constitute (along with any related Service applications, addenda, riders, exhibits, setup forms, standing instructions, User Guides [defined to include, collectively, the procedures, help screens or user guides, either printed or online, we provide you], and schedules) the entire agreement between you and us with respect to the Services.

**Fees.** You agree to pay us the fees we establish for each of the Services (see our fee schedule for details). If your accounts with us are analyzed, you may be able to use your available earnings credit to offset certain Service charges. You are responsible for the costs of any communication lines and any data processing charges payable to third parties.

**Information Processing and Reporting.** We offer a number of Services that require us to receive, process, and report information involving your accounts and transactions. We will not be responsible for determining the accuracy, timeliness, or completeness of any information that you, your agents, or others provide to us. We will not have a duty to interpret the content of any data transmitted to us, except to the limited extent set forth in this Supplement. Unless otherwise agreed in writing, we will not be required (by means of any security procedure or otherwise) to detect errors in the transmission or content of any information we receive from you or third parties. Our sole responsibility for any reporting errors caused by us will be to reprocess the information for the period in question and to provide corrected reports at our own expense. You agree to maintain adequate backup files of the data you submit for a reasonable period of time in order to facilitate any needed reconstruction of your transactions (e.g., due to a telecommunications failure). If we are unable to provide a Service for any reason, we will promptly inform you of the problem and will take reasonable steps to resume processing.

We are not responsible for the manner in which you use any information provided or made available to you through a Service. We are not responsible for any transaction banking program or financial software used by you. We do not commit to continue to provide information in any particular format or otherwise in a manner that is compatible with any program used by you.

**Limitation of Liability.** Except as otherwise stated in this Supplement, we will be liable to you only for damages arising directly from our intentional misconduct or gross negligence in the performance of the Services. In addition to the limitations on liability set forth in your Master Terms of Business, we will not be responsible for any loss, delay, cost, or liability to the extent that it arises, directly or indirectly, in whole or in part, from your failure to follow our Service instructions.

Our liability and your remedy for actual costs and losses resulting from our failure to transmit funds in the correct amount or to the correct beneficiary listed in your funds transfer orders shall not exceed the direct money damages that you incur as a result of the failure (e.g., the amount of a wire transfer that is sent to the wrong party, or the amount by which a transfer exceeds the amount you authorized, plus interest as permitted by law). In all other cases, our liability and your remedy for actual costs and losses resulting from our actions and/or omissions, whether the claim is in contract or tort, will not exceed the lesser of: (i) six times the average monthly charge for the Service(s) in question for the three months immediately preceding the cost or loss, or (ii) \$25,000.

Please see your Master Terms of Business for additional terms regarding disputes, when actions or proceedings may be brought, and other limitations on our liability (e.g., for matters beyond our reasonable control).

**Notices.** You agree to notify us immediately by telephone if you discover: (a) any error or discrepancy between your records and the information we provide to you about your accounts or transactions (e.g., in a statement, confirmation, or electronic report); (b) unauthorized transactions involving any account; (c) a breach in the confidentiality of any Credential; or (d) other problems related to the Services. You must follow up with a written notice to us of the problem, including a statement of the relevant facts, within a reasonable time (not to exceed 14 days from the date you first discover the problem or receive information reflecting the problem, whichever occurs first). If you fail to notify us in writing within 14 days, you agree that, in addition to any other limitations on our liability: (a) in the case of an erroneous funds transfer, you will be liable for all losses up to the amount thereof (as well as any loss of interest), that result from your failure to give us such notice or that might have been prevented by your giving us such notice; and (b) in the case of an unauthorized funds transfer, we will not be liable for any loss of interest that results from your failure to give us such notice or that might have been prevented by your giving us such notice.

You agree to provide us with at least 30 days advance notice of: (a) any material (20% or greater) change in your ownership; (b) any material change in the type, scope, or nature of your business; or (c) any anticipated (20% or greater) increase in the amount or volume of your automated clearing house transactions over the preceding calendar quarter (if applicable).

Unless otherwise agreed, notices required by this Supplement must be in writing. Notices to you may be mailed or sent to your Authorized Person or your Administrator at the statement, e-mail, or mailing address shown for you in our deposit or Service records, or by posting the notice on our website. You agree to provide us with advance notice of any change in your address or email address. Notices to us must be sent to us at the address shown on the last page of your Master Terms of Business with us. You can also send us a notice through our secure message service.

We may monitor and record telephone and electronic communications with you in connection with the Services at any time.

**Records.** Unless a different period is provided in a User Guide, you will retain and provide to us, upon request, all information necessary to remake or reconstruct any transaction, transmission, file, or entry until ten Business Days following receipt by us of the transaction document, tape, file, entry, transmission, or other order affecting an account.

**Reliance on Third Parties.** Our ability to provide certain Services is dependent upon our ability to obtain or provide access to third-party vendors and networks. In the event any third party is unavailable or we determine, in our discretion, that we cannot continue providing any third-party network access, we may discontinue the related Service or may provide the Service through a different party. In such situations, we will have no liability for the delay or unavailability of access. You acknowledge that your rights under this Supplement are solely and exclusively against the Bank; you have no right or recourse against any third-party service provider that we may use in providing our Services. We will not be responsible for any services you receive from third-party vendors.

**Reserve Account.** We may require that you establish and maintain a reserve account ("**Reserve Account**") with us to cover your obligations under this Supplement. For our Remote Deposit Service, this includes (without limitation) Service transactions where: (a) the ostensible drawers of Checks claim lack their endorsement or authorization; (b) the drawers of Checks claim are in an amount and/or on terms not authorized by them; and/or (c) are subject to claims of breach of warranty. You grant us a security interest in the Reserve Account for all obligations owing to us under this Supplement. The Reserve Account will only bear interest if it is opened by you and us as an interest-bearing account. You shall deposit the amount that we designate in the Reserve Account within five days of our request.

If we determine that your reserves may not be sufficient to cover our risk for potential claims (e.g., based on factors such as the volume and amount of past or current returns/claims, your financial condition, the risk of new product offerings by you, fraud losses, substantial increases in the average number or amount of transactions, and other relevant circumstances), we may increase the amount of the required reserve by providing a notice to you. If you fail or refuse to deposit sufficient reserves promptly upon our request, we may transfer funds to the Reserve Account from the proceeds of your deposits or from your other accounts with us. We may charge any of your accounts, including the Reserve Account, for any loss or claim. Your obligation to us for any loss or claim, and our right to charge your accounts, will not be limited by the balance or existence of any reserve.

Upon the termination of this Supplement, we may require, and you shall promptly deposit, funds in the Reserve Account that we estimate may be needed to cover potential returns and claims that may arise after termination. This provision shall survive the termination of this Supplement.

**Riders.** When you apply for a Service, we may provide you with a rider that sets forth additional terms relating to the Service. Each rider will supplement and become a part of this Supplement. If there is any inconsistency between the terms of this Supplement and the terms of a rider, the terms of the rider will prevail to the extent of the inconsistency.

**Termination.** Either party may terminate this Supplement as to some or all of the Services, with or without cause, by giving 30 days prior notice to the other party. We may suspend or terminate any Service or this Supplement immediately and without prior notice if: (a) you breach any agreement with us; (b) the confidentiality of your Credential is compromised; (c) we have reason to believe that an unauthorized transaction has taken or may take place involving any of your accounts or any of the Services; (d) you become insolvent or the subject of a bankruptcy, receivership, or dissolution proceeding; or (e) we are uncertain as to any person's authority to give us instructions regarding your accounts or the Services. The termination of this Supplement will not affect the rights or obligations of the parties that arise prior to termination (e.g., the indemnification and record retention requirements).

**Third Parties.** This Supplement is made for the exclusive benefit of you and us. No third party has any rights under this Supplement. Unless you have our prior written consent, you may not use the Services to process transactions for third parties or permit others to initiate Service transactions on your behalf.

**Transaction Limits and Safeguards.** You agree not to exceed the transaction limits we establish from time to time for your account or any Service. You will not allow anyone to initiate transactions on your behalf without proper supervision and adequate safeguards. You agree to review pending instructions prior to their submission to ensure that they are complete, accurate, and properly authorized.