

BUSINESS ONLINE SERVICES SOLUTION
TERMS AND CONDITIONS

These Terms and Conditions describe the Service you have selected and set forth provisions governing your use of this Service. These Terms and Conditions are incorporated into and part of the Cash Management Services Master Agreement. By using this Service, you agree to be legally bound by these Terms and Conditions and the Cash Management Services Master Agreement.

BACKGROUND

These Terms and Conditions govern your access to and use of one or more Business Online Services Solution services (formerly known as CashLink), as described herein and in any applicable Modules (the “Services”).

ARTICLE I. TERMS AND CONDITIONS.

1.1 *Setup Form(s).* The Setup Form(s) identify the Services provided hereunder and the individual(s) authorized to act as Administrator(s) of such Services. You may modify the Services and authorized Administrator(s) from time to time by completing, signing and delivering new or modified Setup Form(s), subject to our right to accept or reject such new or modified Setup Forms.

1.2 *Hardware, Software and Internet Connection.* To obtain the Services, you must electronically access the host server for the Services (the “Server”) through the Internet. In order to transmit data and instructions to the Server, you will require the following:

- (a) Computing Device. A computer or other device (“Device”) capable of establishing a connection to the Internet and operating Internet browsing software compatible with the Server and the Services.
- (b) Browser Software. A program or application enabling you to browse the Internet and which is compatible with the Server and the Services. Contact us if you have any questions regarding the compatibility of your browser software.
- (c) Electronic Mail Account. An electronic mail account enabling you to exchange e-mail messages with us.
- (d) Connection to the Internet. A connection from your Device to the Internet through an Internet service provider (“ISP”).

You are responsible for providing the Device, the browser software, electronic mail account and the connection to the Internet through an ISP and for paying all costs, expenses and fees related to the use of those items. If your Device uses a mobile network operator (“MNO”) and/or has short message service (generally referred to as SMS or text messaging), you are responsible for paying all costs, expenses and fees related to the use of the MNO and/or the use of text messaging in connection with any Service.

1.3 *User Access and Authentication.* The Services are accessed by a User entering on a Service’s log in screen a valid Organization ID, the valid and unique ID for such User (“User ID”) and the corresponding valid and unique password (or other required authentication factor) to authenticate such User (“User Password”), and by complying with the further security procedures

we provide for your protection from time to time (such as one-time passcodes, challenge questions, biometric identifiers and/or callbacks), as described in the Documentation. Individual User IDs and unique User Passwords are initially established and assigned by the Administrator(s) designated by you on the Setup Form(s), as described in the Documentation. At all times, at least one Administrator User ID (“Administrator ID”) and corresponding initial password (or other required authentication factor) (“Administrator Password”) must be set forth on a Setup Form. The term “Administrator(s)” used in this Agreement includes any person(s) transmitting to the Server an Administrator ID and corresponding Administrator Password. You may designate more than one Administrator and, in the event you have designated more than one Administrator, each Administrator will have the full authority of the Administrators with respect to all the Services, even if named on less than all Setup Forms.

After the initial logon to the Server, an Administrator may from time to time change that Administrator’s Administrator Password by selecting “Change Password” from the “Administration” sub-heading, as described in the Documentation. A User (as defined in Section 1.4 below) may change that User’s User Password from time to time by selecting “Change Password” from the “Administration” sub-heading, as described in the Documentation. An Administrator may also from time to time change any User’s User Password in the same manner. Each Administrator and each User will be prompted to change his or her Password during initial logon to the Services. The Services include certain security features that limit the number of invalid logon attempts and cause User Passwords and Administrator Passwords to automatically expire on a periodic basis. These features, as well as enhancements that your Administrator may make, are described in the Documentation. You agree that all Organizational IDs, User IDs, User Passwords, Administrator IDs and Administrator Passwords (collectively, the “Access Information”) are confidential and that you will take or cause to be taken commercially reasonable precautions to protect the confidentiality of the Access Information and not to disclose or permit the disclosure of the Access Information to any person not authorized by you to access the Services and transmit instructions to us on your behalf. Determination of the persons given access to the Services as Users is solely within the control of the Administrator(s). It is your responsibility to develop procedures to assure that any changes (such as termination of employment) in the status of any person given access to the Services as a User are immediately reflected by the Administrator(s) in the access to the Services granted to such User. In the event of a change in status affecting an Administrator, you are responsible for reflecting such change on the Setup Form(s). We will have a reasonable period of time following our receipt of revised Setup Form(s) to effect any changes set forth therein. Under no circumstances will you permit the sharing of User IDs or the use of similar or common User Passwords.

1.4 *Users and Administrators; Security Procedures.* As used in this Agreement, the term “User” means any person or persons transmitting or causing to be transmitted to the Server a valid User ID and a corresponding valid User Password. You acknowledge and agree that when any person, whether or not intended to be designated by you as a User or an Administrator, and whether or not intended to be authorized by you to access the Services, transmits a valid User ID and a corresponding valid User Password or a valid Administrator ID and corresponding valid Administrator Password, and when such person satisfies the additional security procedures we have in place, such person may access the Services and initiate transactions using the Services, subject in the case of a User only to the allowable activity and limits established by the Administrator(s) for that User ID and in the case of an Administrator only to any activity restrictions and limits set forth in the Setup Form(s). The Administrator(s) can initiate instructions to affect any and all Services, without limitation, except as set forth in the Setup Form(s). You understand that when any person transmits or causes to be transmitted to the Server a valid User ID and User Password or a valid Administrator ID and Administrator Password, and when such person satisfies the

additional security procedures we have in place, we are not able, and have no responsibility, to further verify or determine that such person has been authorized by you to access the Services or initiate transactions. You agree that the requirement of a combination of User ID and User Password or Administrator ID and Administrator Password, and the further security procedures we have in place, constitute commercially reasonable security procedures for limiting access to the Services to those persons authorized by you to have such access, and for permitting us to verify that any access, transaction, payment order or communication originated from and was properly authorized by you. You understand and agree that these security procedures are not designed to detect errors in the content of any transaction, payment order or communication originated through the use of the Services. You acknowledge and agree that you have had the opportunity to investigate these security procedures and have determined that they are reasonable based upon your consideration of the size, type and frequency of transactions, payment orders and communications you intend to originate through the use of the Services and alternative security procedures available. Notwithstanding the foregoing, we reserve the right to alter our security procedures and/or impose additional security procedures at any time and from time to time. You acknowledge and agree that your continued use of the Services will be subject to your compliance with such modified and/or additional security procedures and that you will advise us and terminate your use of the Services if you ever become dissatisfied with the security procedures we have in place.

1.5 *Alternative Authentication Factors.* We may require or permit authentication factors other than passwords (such as one-time passcodes, call backs or biometric identifiers) in order to authenticate Users as part of the security procedures for a particular Service. Such alternative authentication factors may also be required as part of additional security procedures for a Service. You are required to follow the authentication procedures provided for each Service as described in the Terms and Conditions and in any Documentation with regard to that Service.

1.6 *Conflicting Instructions.* In the event we receive conflicting instructions from different Administrators and/or Users, we may rely upon the most recent instruction received by us sufficiently in advance of the execution of any transaction so as to provide us with a reasonable period of time to effect such instruction.

1.7 *Authorization of Transactions.* When any Administrator or User uses the Access Information to access the Services, you agree that any instructions to complete transactions which are transmitted to us, such as instructions to make transfers between your accounts, wire transfers, ACH transactions or to make bill payments, within a User's allowable activity and limits and subject to the activity restrictions and limits, if any, set forth in the Setup Form(s) then in effect, constitute your authorization to us to debit or credit your accounts and to complete the transactions in accordance with such instructions. **YOU AGREE THAT IF YOU GIVE OR CAUSE OR PERMIT TO BE GIVEN THE ACCESS INFORMATION TO ANY PERSON, YOU ARE AUTHORIZING THAT PERSON TO TRANSMIT INSTRUCTIONS TO COMPLETE TRANSACTIONS ON YOUR BEHALF AND YOU ARE RESPONSIBLE FOR ANY TRANSACTIONS COMPLETED THROUGH THE USE OF THE SERVICES BY THAT PERSON. YOU AGREE THAT INSTRUCTIONS TRANSMITTED TO US THROUGH THE USE OF THE ACCESS INFORMATION ARE EFFECTIVE AS YOUR INSTRUCTIONS TO US, WHETHER OR NOT IN FACT AUTHORIZED BY YOU; PROVIDED WE HAVE ACCEPTED THE INSTRUCTIONS IN GOOD FAITH. EXCEPT AS OTHERWISE REQUIRED BY APPLICABLE LAW, WE SHALL INCUR NO LIABILITY TO YOU BY OUR ACCEPTANCE OR PERFORMANCE OF ANY INSTRUCTION TRANSMITTED THROUGH THE USE OF THE ACCESS INFORMATION, EVEN THOUGH SUCH INSTRUCTION MAY NOT IN FACT HAVE BEEN AUTHORIZED BY YOU.**

1.8 *Liability for Unauthorized Transactions.* You agree to notify us immediately if you believe any Access Information has been lost, stolen or compromised or you believe any transactions affecting your accounts were not authorized by you. You agree that you are liable for the full amount of any transactions which, whether or not in fact authorized by you, are initiated through the use of the Services by any person or persons who supplied to the Server valid Access Information.

1.9 *Fees for Services.* You agree to pay the service charges and transaction fees set forth in the most recently published Commercial Fee Schedule or otherwise provided to you.

1.10 *Availability of the Services.* You understand and agree that, although we will endeavor to make the Services available to you at all times, the Services or the Server may be unavailable, and you will be unable to access the Services, from time to time due to the performance of maintenance functions, servicing, upgrading and testing the software, equipment and telecommunications devices we use in connection with the operation of the Server, malfunctions or failures of software, equipment or telecommunications devices, unusual transaction volume on the Server or similar reasons. We will endeavor to minimize the periods of time during which the Services or the Server are unavailable. You agree that we are not responsible for any losses, damages, costs or expenses which you may directly or indirectly suffer or incur as a result of the unavailability of the Services or the Server, regardless of whether it could be shown that we could have prevented or reduced the duration of such unavailability by taking any action within our reasonable control. We also are not responsible for any losses, damages, costs or expenses which you may suffer or incur as a result of your inability to access the Server or the Services caused directly or indirectly, in whole or in part, by your Device, the browser software or any other software installed on your Device, your inability to establish a connection to the Internet, your ISP, your MNO or capacity or other limitations or constraints of the Internet or your mobile network.

1.11 *Transaction Confirmations.* You understand that for various reasons transaction instructions you provide may not always be received or immediately acted upon by us. When you submit transaction instructions to us, you will be able to monitor the status of your instructions through use of the Services. Upon submission of instructions, we will show that the instructions have been “released.” When we act upon the instructions, we will show that the instructions have been processed by us in the manner described in the Documentation. You are responsible for monitoring the status of the instructions and following up with us in the event that submitted instructions are not promptly shown as being “released” or are not shown as having been [accepted and/or] “processed” within anticipated time frames. If you attempt to initiate a transaction that is not processed within anticipated time frames, you should contact us to ascertain the status of your instruction or request. If after contacting us you confirm that your instruction or request was not accepted by us for processing and you still wish to have us process your instruction or request, you will need to resubmit the instruction or request using the Services or submit the instruction or request by other means.

1.12 *Canceling Certain Scheduled Transfers and Payments.* Through the use of the Services, any Administrator or User may instruct us to cancel any transaction we have not yet commenced to act upon or process so long as, in the case of a User, the User was authorized to initiate the canceled transaction. The procedure for canceling transactions using the Services is described in the Documentation. We have no obligation to cancel any transaction initiated through the use of the Services unless we have actual knowledge of your request to cancel the transaction within a sufficient period of time prior to the time we begin to act upon or process the transaction.

1.13 *Service Limitations.*

- (a) Setup Form(s). Notwithstanding the online banking Services we might provide to other parties, you will have access to only those Services specified in the Setup Form(s) you submit and we accept, and any transaction using the Services will be subject to the activity restrictions and limits, if any, set forth in such Setup Form(s). In addition, each User's access to the Services is subject to the allowable activity and limits, if any, established for that User by the Administrator(s). An Administrator's access to the Services is subject only to the activity restrictions and limits, if any, set forth on the Setup Form(s). Through the use of the Services, you may be able to retrieve or download files containing account history or other information in one or more formats. You agree that, in the event you retrieve or download any such information, you are accepting such information on an "as is" basis, and you understand that we make no representation or warranty concerning such information. You agree that we have no responsibility for the compatibility or [usability] [proper performance] of such information on any Device, network, program, application, service or system which may have the capacity to access or process such information.
- (b) Daily Limitations. The Server will not accept any unauthorized transaction or any transaction that is in excess of, or would cause to be exceeded, any transaction limitation. The daily limits set forth in the Setup Form(s) apply to the business day we process the transaction. Thus, if you initiate or schedule a transaction on a day that is not a business day, we will process that transaction on the next business day and that transaction will be added to all other transactions processed that day for purposes of determining whether the transactions you initiate are within the daily limit.

1.14 *How to Contact Us in the Event of Unauthorized Transactions.* If you believe the Access Information has been lost, stolen or compromised, or that any transactions affecting your accounts were not authorized by you, you must contact us immediately by calling 1.866.943.8739. You must also write us at Fulton Financial Corporation, Cash Management Division, 1695 State Street, East Petersburg, PA 17520.

1.15 *Multiple Persons or Companies.* In the event we are providing Services to more than one person or company under this Agreement, the following provisions apply:

- (a) Access to All of Your Accounts. THE ADMINISTRATOR(S) MAY INITIATE INSTRUCTIONS OR AUTHORIZE ANY USER TO INITIATE INSTRUCTIONS INITIATING TRANSACTIONS INVOLVING ANY AND ALL OF YOUR ACCOUNTS SUBJECT ONLY TO EACH USER'S ALLOWABLE ACTIVITIES AND LIMITS AND THE ACTIVITY RESTRICTIONS AND LIMITS, IF ANY, SET FORTH ON THE SETUP FORM(S). THIS MEANS THAT AN EMPLOYEE OF ONE OF YOU COULD POTENTIALLY INITIATE TRANSACTIONS AFFECTING ANOTHER OF YOU.
- (b) Joint and Several Liability. In the event that any amounts remain owing to us, each of you is jointly and severally liable for such amounts, regardless of which of you may have initiated the transaction or incurred the fees and other liabilities under the Agreement.

- (c) Changes to Setup Form(s). Any of you may request changes to the Setup Forms, whether or not all of you are in agreement with such changes, and we may accept such changes without requesting or obtaining approval from all of you.
- (d) Change to Agreement. Notwithstanding the amendment provisions in the Cash Management Services Master Agreement, you agree that any notice of a change in terms of the Agreement provided to any of you in the manner set forth in the Cash Management Services Master Agreement will be effective with respect to all of you to the same extent as if such notice had been provided to each of you.

1.16 *Other Agreements*. The Setup Form(s), Module(s), Documentation and Fee Schedule (as they hereafter may be amended from time to time) which accompany these Terms and Conditions contain additional terms which are incorporated into, and made a part of these Terms and Conditions. In addition, your use of the Services is subject to our Rules and Regulations for Deposit Accounts in effect at the time you use the Services.

1.16 *Personal Accounts; Consumer Use*. Without limiting any provision of these Terms and Conditions or the Cash Management Services Master Agreement, you acknowledge that the primary purpose of the Services is to facilitate electronic banking for our business customers, and that any other use permitted by us, including conducting online transactions involving personal accounts, is provided for your convenience and incidental to the primary, commercial use of the Services. Further, you acknowledge and agree that all provisions of the Cash Management Services Master Agreement and these Terms and Conditions including, without limitation, limitations on our liability and your agreement to indemnify us for losses arising out of your use of the Services, apply equally to consumer use of the Services. You therefore assume any and all risks that may arise out of your consumer use of the Services, including the risks described in the Cash Management Services Master Agreement and these Terms and Conditions.

EXHIBIT A

Please see the Commercial Fee Schedule.

BASIC SERVICES MODULE

Basic Services. This Module is incorporated into and is a part of the Business Online Services Solution Terms and Conditions. As Basic Services, and as reflected on your Business Online Services Solution Basic Services Setup Form, you may: (1) initiate online account inquiries to obtain information about balances and transactions on your deposit and loan accounts with us, including the status of any transactions you have requested us to initiate through use of the Services; (2) effect transfers between deposit accounts, from a deposit account to effect a loan payment or from a line of credit to a deposit account; (3) view lists of all checks that have posted to your account during the current statement period or either of the two immediately preceding statement periods (which lists can be sorted in various ways); (4) view online images of such checks; and (5) stop payment on a check. You may schedule transfers between accounts ahead of time, including recurring transfers. Fund transfer services are only available between accounts identified on your Basic Services Setup Form (as it may be modified from time to time). You may only stop payment on checks which have not been paid by us at the time we process your request, which may be after the time you initiate a stop payment order through the use of the Services. Stop payment orders initiated through the use of the Services will expire six (6) months from the date processed by us.

Additional Services. Additional Services, as described on separate Modules attached to the Terms and Conditions, may be available, but only upon your execution and delivery and our acceptance of appropriate Setup Form(s).

Processing Cut-Off Times. Instructions to effect transfers between deposit accounts, transfers involving commercial loans and stop payments are only processed by us on business days, and instructions to effect such transactions received on a non-business day or after 8:00 P.M. Eastern Time on a business day will be processed on the following business day.

BILL PAYMENT SERVICES MODULE

Bill Payment Services; Setup Form. If you have completed, signed and delivered a Basic Services Setup Form selecting Bill Payment Services, this Module is incorporated into and is a part of the Business Online Services Solution Terms and Conditions. In addition to the Basic Services, you may use the Bill Payment Services to effect online payment of bills to select payees you identify (“Merchants”). Bill Payment Services are only available for accounts identified on the Basic Services Setup Form.

Merchant List; Updating Information. Additions, deletions and/or changes to the list of Merchants maintained on the Server (the “Merchant List”) may be made through use of the Services, in the manner described in the Documentation, by any Administrator or any User authorized to make such additions, deletions and/or changes. The Merchant List is limited to a maximum of 100 Merchants. You agree to immediately update Merchant information on the Server (for example, your account number with the Merchant or the address where payments to the Merchant should be mailed). We will continue to make bill payments based on the most recent Merchant information you submitted to us until you modify the Merchant information on the Server through the use of the Services. We are not responsible for any delivery delays or failures resulting from your failure to immediately update Merchant information.

Bill Payment Delays. When properly instructed by you through use of the Services, we will process a bill payment request on the business day you schedule the payment to be processed, or, in the event you schedule the payment to be processed on a day that is not a business day, on the next succeeding business day. When we process your bill payment request, we will at our option either prepare and send via first class U.S. mail a check payable to the Merchant you have identified, or initiate an electronic transfer to your account. You are responsible for confirming that our notation on a check or electronic transfer of your name and account number, as set forth on the Merchant List, will enable the Merchant to properly credit your payment. **Any check or electronic transfer will not be sent until the business day following the business day we process your bill payment request. Due to mail and other delays, the Merchant may not receive and process your payment for a number of days after we initiate the payment. You are responsible for scheduling bill payments sufficiently in advance of the due date so the payment will be received and processed by the Merchant by the due date. We are not responsible for any late fees, interest charges and penalties imposed by the Merchant because a payment is not received and processed by the Merchant by the due date or because the payment is not accompanied by necessary remittance documents or data.**

Dual Control Procedures. The Administrator(s) may implement restrictions (the “Dual Control Procedures”) conditioning the authority of one or more Users to give a bill payment instruction through the use of the Bill Payment Services upon the further approval of the instruction by another User designated by the Administrator(s). The Dual Control Procedures are described in the Documentation and may be accessed by the Administrators through the “Entitlements” sub-heading. We strongly recommend utilization of the Dual Control Procedures for internal control and security purposes.

Processing Cut-Off Times. Instructions to effect bill payments are only processed by us on business days, and instructions to effect such transactions received on a non-business day or after 4:00 P.M. Eastern Time on a business day will be processed on the following business day.

Availability of Funds. In the event that you initiate one or more bill payment transactions using the Services where the available balance (not any ledger balance) in the affected account(s)

is not sufficient to effect the payment, we may, in our sole and absolute discretion, elect to process or not process all, some or none of such bill payment transactions. If you have initiated a bill payment transaction through the use of the Services and, through no fault of ours, you do not have sufficient available funds in the account you designate for funding the bill payment transaction, you agree to pay an overdraft fee, even if the transaction is not processed because of the insufficient funds, in an amount equal to the fee then being charged by us for overdrafts on our business checking accounts.

eSTATEMENT MODULE

eStatement Service Enrollment. This Module is incorporated into and is a part of the Business Online Services Solution Terms and Conditions. You will be enrolled in eStatements by executing the Cash Management Services Master Agreement, providing an email address to receive eStatement notices, and by your use of Business Online Banking Solution services. You may unenroll from eStatements by sending an email requesting paper statements to casupportffc@fultonbank.com from an email address listed on your Cash Management Services Master Agreement under the caption “Email Addresses From Which We May Receive Certain Instructions From You” (the “Email Address”). By using Business Online Banking Solution services, you agree to be bound by the terms set forth herein.

No More Paper Periodic Statements. Even though you may be entitled to receive paper statement, ***you agree that for as long as this Module is in effect, we will not be required to mail or deliver paper statements to the mailing address shown on our records for your account(s). Any person who is authorized to access or obtain information about the account(s) (an “Authorized Person”) may unenroll the account(s) in eStatements and request paper statements to be mailed for the account(s). Accordingly, your usage of Business Online Banking Solution services will stop paper statements from being sent to another Authorized Person. You agree to notify all Authorized Persons about the account(s) in eStatements and any changes you make to the eStatement service. You agree that, to the fullest extent permitted by law, we will not be liable for any damages resulting from your failure to provide notice of eStatement enrollment, unenrollment, or service changes to any Authorized Persons.***

Notice of Availability of eStatements. Unless you request otherwise, we will notify you when a new eStatement for your account(s) becomes available by sending an email notice to the Email Address. eStatements will only be made available for the account(s) for which you have requested eStatements. They will not be made available for any other accounts you have with us.

Hardware and Software Requirements: In addition to the hardware and software requirements set forth in the BOSS Online Banking Service Terms and Conditions, you will need an email address and a compatible version of Adobe® Acrobat® or Adobe Reader® to view eStatements. You can download a free version of Adobe Reader from www.adobe.com. For the purpose of storing or printing eStatements, the computer you use to access eStatements should have a hard drive or other media drive onto which eStatement pdf files (i.e., portable document format files created with Adobe software) can be saved and/or a printer that can print eStatement pdf files. We will notify you if the applicable hardware or software requirements change.

Withdrawing Your Consent to eStatements: You may cancel eStatements at any time by sending an email to casupportffc@fult.com that specifies which account(s) should no longer receive eStatements. It may take us up to one statement cycle to process a cancellation request. After we process your request, you will begin receiving paper statements at the address shown on our records. We may charge you a monthly fee for a paper statements as set forth in our fee schedule(s). Canceling eStatements will not affect any other on-line services you receive from us.

Changing the Email Address to Which We Send Notices: You may change the Email Address to which we send email notices by submitting an email to casupportffc@fultonbank.com from the Email Address(or similar process that we make available) that specifies which other email address listed on your Cash Management Services Master Agreement under the caption “Email

Addresses From Which We May Receive Certain Instructions From You” should receive the notices. It may take us up to one billing cycle to process this change.

Requesting a Paper Copy of a Periodic Statement: You may request a paper copy of any eStatement by accessing the Bank’s website. We may charge you a fee for a copy request as set forth in our fee schedule(s).

Returned Email Notices: If an email notice that we send you is returned for any reason or if we are unable to deliver the email notice, we may, at our option, attempt to contact you for an updated email address. However, ***it is your responsibility to notify us when your email address changes***. Regardless of whether any email notice is returned to us as undeliverable, we will continue to make any eStatements you request available through the Services unless we notify you otherwise. We will not be liable for any damages caused by our failure to deliver any email notice to you or your failure to review the statements.

One Email Address Limit For Email Notices: We will only be obligated to send email notices to the Email Address specified at enrollment and not to additional email address we may have on file for the account(s). However, in certain circumstances, as a courtesy and without any continuing obligation to do so, we may send email notices to multiple email addresses.

No More Paper Disclosures or Notices Pertaining to the Account(s): The terms of this eStatement Module also apply to the paper notices and disclosures pertaining to your account(s) that we are permitted to include with your paper statement (and that you may otherwise be entitled to receive in paper form), such as notices and disclosures required under state or federal law, including, but not limited to, your annual privacy notice (if applicable) and any notices about changes in the terms or fees associated with your account(s). You agree to receive such notices and disclosures through our website and/or via email to the email address associated with the account(s).

Online Availability of eStatements: Each eStatement will be available for up to 18 months through the BOSS Online Banking Service (“BOSS”). However, if you or we terminate BOSS or close your account, you will no longer have access to eStatements. Because eStatements are not available indefinitely, you should print or save any eStatement you wish to retain as soon as it becomes available. If you or we close your account, we will send you a paper statement (instead of an eStatement) for the statement cycle that includes the date on which the account was closed and any subsequent statement cycle with activity. If you or we terminate BOSS, we will send you paper statements beginning with the statement cycle that includes the date of termination.

Miscellaneous: We reserve the right to send you a paper statement in lieu of making an eStatement available to you at any time. You agree that we may terminate eStatements at any time and that we may terminate eStatements and/or BOSS in the event that you do not retrieve your eStatements or log on to BOSS for three consecutive months or such longer period of time as we may determine. To the extent that a provision of this Module conflicts with a provision in another agreement governing your account(s), this Module controls.

Problems: If you have any problems with your eStatements, please send us a secure message through the Bank’s website.

WIRE TRANSFER SERVICES MODULE

Wire Transfer Services; Setup Form. If you have specified on your Basic Services Setup Form one or more accounts from which wire transfers can be originated through use of the Services and have requested the Funds Transfer Service, this Module is incorporated into and is a part of the Business Online Services Solution Terms and Conditions. In addition to the other Basic Services, you may use the Wire Transfer Services to effect wire transfers of funds from deposit accounts identified on the Basic Services Setup Form to a payee for whom you have the necessary wire transfer information (“Recipient”). Wire transfers initiated through the use of the Services are “payment orders” under the Funds Transfer Service Terms and Conditions. In the event of any conflict between the Business Online Services Solution Terms and Conditions (including this Module) and the Funds Transfer Service Terms and Conditions, the Business Online Services Solution Terms and Conditions will control. The security procedures set forth in the Business Online Services Solution Terms and Conditions and the Cash Management Services Master Agreement are applicable to wire transfer orders originated through the use of the Services, regardless of whether such wire transfers are non-repetitive or repetitive.

Initiating Wire Transfers. Any User authorized to initiate non-repetitive wire transfers by using the Wire Transfer Services may identify one or more persons or entities to receive wire transfers (each, a “Wire Recipient”) for a single transaction. Any User authorized to set up wire templates may make additions to or deletions from the Wire Template List maintained on the Server (the “Wire Template List”) and may modify any information on the Server concerning any wire template, in the manner described in the Documentation. You are responsible for immediately updating information on the Server concerning any wire template in the event any such information changes (for example, a change in the Wire Recipient’s receiving bank or account number). We will continue to make wire transfers based on the most recent wire template information submitted to us until you modify the Wire Template List through the use of the Services. We are not responsible for any misdelivery, delay in delivery or non-delivery of any wire transfer, which results from your failure to promptly advise us of changes to the Wire Template List.

Dual Control Procedures. The Administrator(s) may implement restrictions (the “Dual Control Procedures”) conditioning the authority of one or more Users to give a wire transfer instruction through the use of the Wire Transfer Services upon the further approval of the instruction by another User designated by the Administrator(s). The Dual Control Procedures are described in the Documentation and may be accessed by the Administrators through the “Entitlements” sub-heading. We strongly recommend utilization of the Dual Control Procedures for internal control and security purposes.

Processing Cut-Off Times. Wire transfer instructions are only processed by us on business days, and wire transfer instructions received on a non-business day or after 4:00 P.M. Eastern Time on a business day will be processed on the following business day. International foreign currency wire transfer instructions are only processed by us on business days, and any such instructions received on a non-business day or after 3:00 P.M. Eastern Time on a business day will be processed on the following business day.

Availability of Funds. You may initiate wire transfers using the Services with respect to your accounts only to the extent of your collected balance (not any ledger balance) in the affected account(s). Wire transfers will not be completed without sufficient collected balance in the wire transfer account.

ACH SERVICES MODULE

ACH Services; Setup Form. If you have completed, signed and delivered an ACH Services Setup Form, this Module is incorporated into and is a part of the Business Online Services Solution Terms and Conditions. In addition to the Basic Services, you may use the ACH Services to affect funds transfers from deposit accounts identified on a fully-executed Electronic Funds Transfer (EFT) Service Terms and Conditions to a payee ("Recipient"), provided that the Recipient's bank is a NACHA member and you have sufficient identifying information about the Recipient's bank account. ACH transfers are initiated in "batches" of one to a number of ACH transfers.

Initiating ACH Transfers. AFTER YOU RELEASE A BATCH OF ACH INSTRUCTIONS USING THE SERVICES, YOU MUST CONTACT US BY TELEPHONE, AS SET FORTH IN THE DOCUMENTATION, TO CONFIRM THE RELEASE. YOU WILL NEED TO PROVIDE YOUR COMPANY NAME AND THE EFFECTIVE DATE AND TOTAL DOLLAR VALUE OF THE BATCH. WE MAY NOT COMPLETE PROCESSING OF THE BATCH UNLESS AND UNTIL YOU CONFIRM THE BATCH, EVEN IF YOU RECEIVE A MESSAGE INDICATING THE STATUS OF THE BATCH AS "PROCESSED" OR "SUBMITTED." In the event that a batch of ACH transaction entries has been released for processing but we have not yet acted upon or processed the batch, an Administrator or a User authorized to release the batch may "unrelease" the batch (that is, cancel the release) through the use of the Services. The procedure for unreleasing a batch of entries using the Services is described in the Documentation. We have no obligation to unrelease any batch if our personnel responsible for processing the batch obtain actual knowledge of the unrelease request after we have begun in good faith to act upon or process the batch.

Dual Control Procedures. The Administrator(s) may implement restrictions (the "Dual Control Procedures") conditioning the authority of one or more Users to give an ACH instruction through the use of the ACH Services upon the further approval of the instruction by another User designated by the Administrator(s). The Dual Control Procedures are described in the Documentation and may be accessed by the Administrators through the "Entitlements" sub-heading. We strongly recommend utilization of the Dual Control Procedures for internal control and security purposes.

Processing Cut-Off Times. ACH instructions are only processed by us on business days, and ACH instructions received on a non-business day or after 4:00 P.M. Eastern Time on a business day will be processed on the following business day.

Availability of Funds. If you are subject to prefunding, available balances are verified and a permanent hold is placed on the funds until the effective date of the transaction. If you are not subject to prefunding, you may initiate transactions using the Services with respect to your accounts only to the extent of your ACH daily release limit for future settlement. If the originating account has non-sufficient funds on the day of settlement (effective date), this could cause an overdraft on the account and you may be subject to overdraft fees.