



Effective 2/17/21

PREMIER BUSINESS BANKING TREASURY MANAGEMENT SERVICES AGREEMENT

UMB Bank, N. A. (and any depository bank that hereafter becomes a subsidiary of UMB Financial Corporation) (“*we*”, “*us*”, “*our*”, or the “*Bank*”) offers a variety of **Premier Business Banking Treasury Management Services** (each a “*Service*”) to the Bank’s commercial customers to assist them in managing their funds in their deposit accounts (each an “*Account*”), obtaining and managing their Account information, transferring funds, and efficiently administering their finances. This **Premier Business Banking Treasury Management Services Agreement** (this “*Agreement*”) contains terms, conditions, and provisions applicable to the respective Services. The words “*you*”, “*your*” and “*yours*” as used in this Agreement mean the person, partnership, corporation, association, limited liability company or other entity that maintains an Account with us.

Capitalized terms used but not defined in the text of this Agreement have the meanings given them in Exhibit A.

1. Agreement for Services. Our agreement with you for us to provide any Service to you that you may request shall consist of this Agreement, the Bank’s Deposit Account Agreement (including the Commercial Deposit Account Signature Card), each Service Request and any Supplemental Documentation that we provide to you concerning the Service. By your executing a Service Request or by your use of any Service you shall have accepted the terms and provisions of this Agreement and all applicable Supplemental Documentation for such Service. Services involving any of your Accounts also shall remain subject to the Deposit Account Agreement and any applicable Account Disclosures.

2. Requests for Services. To request certain Services, your Authorized Signer must sign and deliver to us the applicable Service Request for the respective Service and appoint Security Administrators and/or Service Representatives (by legal name and title), as the case may be, to act on your behalf with respect to obtaining or modifying the Service. In order to request a Service, you should communicate with your UMB Treasury Management Officer or Relationship Manager assigned to you, either in person, by telephone, or by e-mail. We retain the right to approve or reject any Service Request, or to impose conditions on use of any Service consistent with our banking practices. If you want to add or delete a Security Administrator or Service Representative with respect to any Service, or otherwise change your information, specifications or instructions for any Service, then you must either complete and deliver a revised Service Request to your UMB Treasury Management Officer or Relationship Manager or utilize a Service for online banking for us to implement those changes to your Service.

3. Fraud Detection Services and Safeguarding Your Account. By entering into this Agreement, you acknowledge and confirm that we may make certain Services available to you that are designed to detect and/or deter Check fraud. While no such Service will be completely effective, Services we offer will reduce the likelihood that a fraudulent, unauthorized, or altered Check will be paid from your Account. You also acknowledge that failure to use those Services could substantially increase the likelihood that a fraudulent, unauthorized, or altered Check may ultimately be paid from your Account. You agree that if you fail to implement and use any of these Services that we make available to you, or you fail to comply with the provisions of this Agreement and your Deposit Account Agreement, you will be precluded from asserting claims against us for paying from your Account an unauthorized, altered, counterfeit, or other fraudulent Item that such Service was designed to detect or deter, and that we will not be required to credit your Account for any such paid Item or otherwise have any liability to you for paying such Items.

4. Appointing Us as Your Agent. By entering into this Agreement, or your using one or more of the Services, you authorize us to take all actions necessary to provide such Services including making transfers of funds to and from your Accounts. You also authorize us and appoint us and our officers, employees, and other representatives as your agent to instruct third parties, accept Instructions from third parties, and to affect all transactions necessary to provide the Services according to your Instructions.



5. Provision of Services; Standard of Care. Certain Services are provided by us in conjunction with one or more of our Affiliates. Our obligations and those of our Affiliates in providing Services to you are limited to those specifically described in this Agreement. We and our Affiliates that may provide Services will exercise Commercially Reasonable care in performing our obligations, except as otherwise expressly provided herein. We make no warranty to you, either express or implied, with respect to any Service provided or to be provided hereunder, as further described in Section 21 below.

6. Your Representations and Warranties. By obtaining any Service from us, you represent that the legal entity under which you operate has been duly organized in accordance with the laws of the jurisdiction of its organization, and that each individual that you identify to us as your Authorized Signer, Security Administrator or Service Representative from time to time, is properly authorized to act on your behalf as provided in this Agreement and any Supplemental Documentation. We shall be entitled to rely at all times on signatures or oral or written Instructions that we receive from an Authorized Signer as your conclusive authority, including authority to enter into this Agreement and obtain any Service. Each time that you use a Service you also represent and warrant to us that:

- (i) you are validly existing and in good standing under the laws of the jurisdiction of your organization;
- (ii) your entering into this Agreement is duly authorized and that your obligations under this Agreement are your legal valid and binding obligations;
- (iii) each Authorized Signer, Security Administrator, or Service Representative providing any Instruction to us has the requisite power and authority to act on your behalf;
- (iv) you have taken all necessary action to perform your obligations under this Agreement and with respect to any Service that you use;
- (v) any consent or authorization of any governmental authority or third party required to be obtained by you in connection with this Agreement or any Service has been obtained and is in effect;
- (vi) the Services are not intended to, and will not, be used by you or any of your representatives for personal, family, or household purposes (unless otherwise specifically agreed in writing by us);
- (vii) you are not acting on behalf of, or transmitting funds to or from, any individual, Person, entity or government authority that is subject to sanctions enforced by OFAC;
- (viii) you are the sole legal owner of each Account subject to this Agreement, each Account is in your name or is associated with your taxpayer identification number and you are authorized to obtain access to and, if the Service involves the transfer of funds to or from any Account, to transfer funds to or from the respective Account and to otherwise transact business with reference to such Account,

7. Our Reliance.

(a) In General. We may rely on any resolution, authorization, communication, instrument, document, or Instruction that we, in good faith, believe to be genuine and correct and to have been given, signed, and/or sent by you or on your behalf, and we will not be liable to you for the consequences of any such reliance. We may rely on any Instruction that we reasonably believe to be genuine and delivered by you. This provision does not supersede any Security Procedure applicable to a Service that requires that Instructions be given or confirmed in a particular manner. We will not have any obligation to review any data or information, or to correct any data, information, or Instruction, provided by any of your Authorized Signers, or Security Administrators, or Service Representatives to us. We also will not have any obligation to review or correct any error in any information or data provided to you through any Service.

(b) Security Procedures. Certain Services require that you select a Security Procedure in order to use the Service. By using one or more of the Security Procedures that we offer, you agree and confirm that our Security Procedures are Commercially Reasonable. If you request that your Instructions be confirmed by a Security Procedure that is different from a Security Procedure that we routinely offer to our clients, and we consent to your request, then you agree and confirm that such Security Procedure is suitable and Commercially Reasonable for you given your particular business needs. We may rely without investigation on any Instruction received by us through the applicable Security Procedure. If we follow the selected Security Procedure in acting on an Instruction that we in good faith believe to be your Instruction, you will be bound by the Instruction regardless of whether it was actually authorized by you. We reserve the right to change



any Security Procedure upon prior written notice to you and, upon the effective date of such change, the new Security Procedures will become the Security Procedure selected by you. You hereby confirm your understanding that the purpose of Security Procedures is to verify the authenticity of Instructions and is not to detect errors or inconsistencies in any Instruction.

(c) Your Agents. If you authorize any third party to act on your behalf in connection with any Service that we provide to you, then that third party shall be acting as your agent with respect to any specified Account, the respective Service, and this Agreement. All terms and provisions of this Agreement will apply in all respects to your third-party agent, and you will be legally bound by and responsible for all acts, Instructions, and inaction of such third-party agent.

8. Payment Terms. You shall pay us Service Fees applicable to a Service as disclosed to you in the Business Schedule of Service Fees and Charges or similar documents describing the Service Fees (including any pricing statement for your deposit Account) which are provided to you from time to time by the Bank for each respective Service. We may modify any Service Fee by providing prior notice to you in accordance with the provisions of Section 14 below. Any Service Fee is in addition to those fees for banking services or other charges or assessments that an Account may incur as provided in documents governing such Account. In addition to Service Fees, you pay us for (a) all attorneys' fees and other costs and expenses that we may incur in collecting amounts that you owe us in connection with your Accounts or any Service, (b) the amount of any taxes (if any) that may be levied or based on your use of any Service including, without limitation, Federal, State, or local privilege, excise, or sales or use taxes (and excluding our income taxes); and (c) third-party expenses incurred by us on your behalf as provided in this Agreement or any Supplemental Documentation. No Service Fees will be refunded or prorated if a Service were terminated prior to the end of the applicable billing period or service charge cycle which is typically the end of each calendar month.

We also may debit an Account in connection with ACH transactions or services that we are required to accept under applicable ACH Rules, operating circulars, guidelines, or regulations (even if Instructions in your Service Request or that we may receive from a Service Representative do not specifically make exception for such ACH requirements).

9. Cutoff Times; Timeliness of Action. We establish cutoff times for various purposes. Instructions, notices, communications, or other information we receive in connection with an Account or a Service and in accordance with Section 14 of this Agreement *after* an applicable cutoff time will not be considered received by us until the next succeeding Banking Day. Except as required by Applicable Law, at all times during our performance of any Service for you, or implementing any transaction for any Service, or otherwise performing our obligations under this Agreement, we shall have a reasonable amount of time to act on any Instruction or other communication of any kind.

10. Your Records and Review of Account Information. You will retain, and provide to us upon our request, all information necessary to remake or reconstruct any deposit, data transmission, file, or entry for thirty (30) days following the occurrence of any transaction under any Service. You must regularly and promptly review and verify all information provided to you concerning each Service you use including, without limitation, Account statements, electronic or other reports or confirmations, Check payment records, adjustments, charges, pricing statements, billing statements, and other Service transactions, and you must promptly notify us of any error or discrepancy between your records and any notice or statement that we make available to you, or any transaction or transfer that you believe was not authorized. We will have not have any liability of any kind in the event that you fail to notify us and report any discrepancy between your records and the information we make available to you within thirty (30) calendar days from the date that we shall make such information available to you. Your failure to notify us of any purported error or unauthorized transaction within that period of time shall relieve us of any liability in connection with that error or transaction.

11. Security Administration.

(a) Access to Accounts and Services. We will provide access to the Accounts and Services as you have instructed in your Service Requests. Certain Services permit you to identify one or more of your Service Representatives who will act as your Security Administrator for that Service. To change the authority of an individual whom you have designated to have access to a Service, or to add or delete such an individual, you



must either notify us in writing by execution and delivery of an amended Service Request or such other written notice that complies with this Agreement or utilize a Service for online banking. If we were to receive an Instruction from you to establish, modify, or delete the access or authority of an individual to an Account or Service, we will have no less than one (1) full Banking Day within which to implement your Instruction. We will have no liability for transactions by any individual whom you have authorized to have access to an Account or Service that occur prior to implementation of your Instruction to change or terminate such individual's access to or authority in connection with that Account or Service.

(b) Your Responsibility. You are solely responsible, and we will have no liability, for any of the following:

- (i) every action that you take, or fail to take, in connection with your use of any Service, and establish and implement your internal procedures to safeguard Identification Codes and access to the Services;
- (ii) any activity of any kind in connection with your Services, including fraudulent activity or corruption of your computer or telecommunications systems, initiated through use of the applicable Security Procedures or Identification Codes that occurs before you notify us of the breach and we have had a reasonable amount of time within which to implement corrective measures;
- (iii) all actions or inactions of any individual whom you have designated to us as having authority and responsibility to issue Instructions to us or for delegating authority and access to an Account or Service to other individuals on your behalf, whether or not the individual that you have designated to us is identified as a Security Administrator; and
- (iv) any provision, maintenance, or repair of any equipment, hardware, or software that you use to access any Service.

(c) Notice of Security Breach. You must immediately notify us if you believe that the security of any Identification Codes or any other means of access to any Service or Accounts has been compromised, or that any fraudulent activity has occurred with respect to any Service or Account. You must take immediate appropriate action to address any weakness in your internal controls that may have contributed to the breach or insecurity and to cooperate with and assist us to minimize the effects of any such breach or insecurity.

12. Indemnification and Right of Setoff. You hereby indemnify and hold us, our Affiliates, and our and their directors, officers, employees and agents, harmless for, and you shall reimburse us, our Affiliates, and our and their directors, officers, employees and agents for, every cost, loss, damage, claim, liability, tax or expense (including attorneys' fees and expenses, court costs, and other expenses) that we incur in connection with this Agreement, the Supplemental Documentation or any Service that we provide thereunder including, but not limited to, (i) entering into or acting in good faith pursuant to the provisions of this Agreement or any Supplemental Documentation, or (ii) honoring and following any Instruction, notice, or other communication that we or our Affiliate or employee or agent may receive from (or shall believe in good faith to be from) you or an Authorized Signer, Security Administrator, Service Representative, or agent, as the case may be. Any claim made by us for indemnification, hold harmless and/or reimbursement will be promptly submitted by us to you in writing along with a summary of the facts constituting the basis of such claim. Upon our notice to you specifying in reasonable detail the basis of our claim for indemnification, reimbursement, or hold harmless, we may set off any amount to which we are entitled under this Section or otherwise relating to any Service or this Agreement or any Supplemental Documentation, against any amounts or obligations owed by us to you, whether under this Agreement, any Supplemental Documentation or otherwise. Our exercise of this right of setoff will not constitute a breach, default, or event of default under this Agreement or under any other agreement between you and us. Neither our exercise of nor our failure to exercise this right of setoff will constitute an election of remedies by us or limit us or any of our Affiliates, directors, officers, employees and/or agents in any manner in enforcing any other remedies that may be available to us under this Agreement, at law, or in equity.

13. Confidentiality.

(a) Confidential Information. A Receiving Party will use any Confidential Information obtained from the Disclosing Party only as reasonably necessary in the ordinary course of using or providing the Services in a manner consistent with this Agreement and any Supplemental Documentation. All specifications, programs, concepts, and techniques developed or utilized by a party and provided to the Receiving Party in



connection with the provision or use of the Services are and will remain the sole property of the Disclosing Party or the property of third parties from whom the Disclosing Party has obtained a license or other right of use. The Receiving Party will keep the Confidential Information of the Disclosing Party confidential and shall limit access to such Confidential Information to its employees and other representatives who require access in the normal course of their duties. If a Receiving Party were to receive Confidential Information in connection with a Service to which Confidential Information such party is not entitled, then the Receiving Party will keep that information confidential, refrain from using the information in any manner, and notify the Disclosing Party promptly and, at the request of the Disclosing Party, return all copies of the information to the extent possible. Each party must notify the other promptly if such party suspects that any of the Confidential Information of the other party has been compromised, disclosed, or used in an unauthorized manner or by an unauthorized individual or Person. Confidential Information of the Disclosing Party will be returned to the Disclosing Party or destroyed upon request of the Disclosing Party upon termination of this Service *except that*, if it is not feasible to return or destroy such Confidential Information to the Disclosing Party, then the Receiving Party will retain the Confidential Information in confidence and subject to these provisions for the period of time required under Applicable Law, at which time the Receiving Party will destroy the Confidential Information in accordance with procedures accepted in the applicable financial services or healthcare industry for destruction of such records. The obligations of a Receiving Party to maintain the confidentiality of Confidential Information of the Disclosing Party shall terminate only upon the completed return of all such Confidential Information to the Disclosing Party or the completed destruction of all such Confidential Information by the Receiving Party. To the extent that certain other written agreements executed by the parties related to the Services contain more stringent confidentiality provisions than those contained in this Agreement, then the provisions of those other agreements will control with respect to the subject matter of those agreements.

(b) Customer Information. All Customer Information will be deemed to be Confidential Information and afforded private and confidential treatment. We will not use Customer Information to solicit business for us or any other Person or individual and, except as otherwise provided herein, we will not disclose, sell, or transfer Customer Information to any other Person or individual other than to fulfill the intents and purposes of this Agreement, and we will not otherwise use Customer Information for any purpose other than to fulfill the intents and purposes of this Agreement.

(c) Privacy Requirements. This paragraph sets forth the Bank's obligation to maintain the confidentiality of certain information that may be provided to the Bank or its Affiliates by you or on your behalf which information must be kept confidential under (i) Section 504 of the Gramm-Leach-Bliley Financial Services Modernization Act (the "**Act**"); (ii) requirements adopted by the Securities Exchange Commission pursuant to Regulation S-P and/or the comparable provisions of other applicable regulations under the Act; (iii) applicable State laws or regulations, as permitted by Section 507 of the Act; and (iv) any amendments or revisions to any of the foregoing (collectively, the "**Privacy Requirements**"). The definitions in Regulation S-P shall apply to capitalized terms used in this paragraph and not otherwise defined in this Agreement. If the Bank or its Affiliates were to receive Non-Public Personally Identifiable Financial Information from or on behalf of your customer, then the Bank will maintain the confidentiality of such Non-Public Personally Identifiable Financial Information and not to disclose that information except to the extent that such disclosure is expressly permitted by the Privacy Requirements. Non-Public Personal Financial Information of your customer will not be used by the Bank except as expressly permitted by the Privacy Requirements taking into consideration the purposes for which such information has been provided to the Bank. In the event of any conflicts between the provisions of this paragraph and any other provisions of this Agreement or any other agreement between you and the Bank, the provisions of this paragraph shall control. The Bank's obligations under this paragraph will continue until (a) the Bank has returned all Customer Information to you; (b) the Bank has destroyed such Customer Information in accordance with the terms of this Agreement; (c) you advise the Bank that the undertaking in this paragraph is either (i) no longer required under applicable Privacy Requirements; or (ii) the obligations created under this paragraph are enforced under a successor agreement. We will notify you within five (5) Banking Days after we discover a violation by the Bank, its employees, or its third-party service providers of this paragraph, and we will cooperate with you in taking any corrective action required under the circumstances.

(d) Permitted Disclosure. This Section does not limit the Receiving Party's ability to disclose

Confidential Information of the Disclosing Party (i) with written approval obtain from the Disclosing Party, (ii) to the Receiving Party's attorneys, accountants, auditors, or other professional advisors who are under an obligation to maintain confidentiality of Confidential Information, (iii) that becomes public prior to such disclosure through means other than a breach of this Agreement, (iv) that was lawfully in the Receiving Party's possession or available to the Receiving Party without restriction on disclosure by a third party not under an obligation of confidentiality with respect to the disclosed information prior to its receipt by the Receiving Party in connection with a Service, (v) that already has been independently developed by the Receiving Party; or (vi) that is required or requested by a regulatory body to which the Receiving Party is subject, or that is otherwise required to be disclosed by Applicable Law.

(e) Security Measures. Each Receiving Party must implement and maintain appropriate security measures to safeguard Confidential Information that are at least as stringent as the measures used to protect the Receiving Party's own Confidential Information, and in no event may such measures fail to meet Commercially Reasonable standards in protecting the Disclosing Party's Confidential Information. Such security measures must include protecting against anticipated threats or hazards to the security or integrity of any Payor and payment information, and against unauthorized access to or use of such information that could result in harm or inconvenience to the Disclosing Party or to any Payor, including appropriate procedures for retention and destruction of such information. The Bank will comply with Applicable Law related to safeguarding Confidential Information, and confirms that, at a minimum, the Bank's security measures include, but are not limited to:

- (i) designating one or more employees to maintain a comprehensive information security program;
- (ii) identifying and assessing reasonably foreseeable internal and external risks to the security, confidentiality, and/or integrity of any electronic, paper, or other records containing Confidential Information, and evaluating and improving, where necessary, the effectiveness of current safeguards for limiting such risks including, but not limited to: (A) ongoing employee (including temporary and contract employee) training; (B) employee compliance with policies and procedures; and (C) means for detecting and preventing security system failures;
- (iii) developing security policies for employees relating to the storage, access, and transportation of records containing Confidential Information outside of business premises;
- (iv) imposing disciplinary measures for violations of its comprehensive information security program;
- (v) developing procedures to prevent terminated employees from accessing records containing Confidential Information;
- (vi) overseeing its third-party service providers, by (A) taking reasonable steps to select and retain third-party service providers that are capable of maintaining appropriate security measures to protect Confidential Information consistent with applicable State and Federal regulations, and (B) requiring such third-party service providers by contract to implement and maintain such appropriate security measures for Confidential Information;
- (vii) employing reasonable restrictions upon physical access to records containing Confidential Information, and storage of such records and data in locked facilities, storage areas, or containers;
- (viii) regularly monitoring the Bank's information security program to maintain its operation in a manner reasonably calculated to prevent unauthorized access to or unauthorized use of Confidential Information, and upgrading safeguards as necessary to limit risks;
- (ix) reviewing the scope of its security measures at least annually or whenever there is a material change in business practices that may reasonably implicate the security or integrity of records containing Confidential Information; and
- (x) documenting responsive actions taken in connection with any incident involving a breach of security, and mandatory post-incident review of events and actions taken, if any, to make changes in business practices relating to protection of Confidential Information.

(f) Certification. Upon request of the Disclosing Party, the Receiving Party shall provide a copy of its current information security policy and procedures (which may be in summary form in order to avoid compromising the security processes of the Disclosing Party), written certification of compliance with such



policy and procedures and, to the extent available based upon security policy of the Receiving Party, copies of audit reports regarding information security practices of the Receiving Party.

(g) Breach of Confidentiality. You and we recognize that irreparable harm may be caused to the other by improper disclosure of the other's Confidential Information, and any violation of the obligations concerning Confidential Information may entitle the Disclosing Party to seek injunctive relief in addition to, and not in lieu of, any damages to which the Disclosing Party may be entitled. If the Disclosing Party's Confidential Information were disclosed by the Receiving Party in violation of these obligations, then the Receiving Party will provide all reasonable assistance to the Disclosing Party to obtain retrieval of the Confidential Information and will hold harmless and indemnify the Disclosing Party from any claims, actions, or suits that may result from such disclosure of Confidential Information. You and we will promptly notify the other upon any breach of data security that could compromise the other party's Confidential Information and will promptly institute corrective action as may be required under the circumstances. You and we also will maintain as Confidential Information the Service Fees for any Service you elect to use and the provisions of this Agreement.

14. Notices and Other Communications.

(a) Required, etc. Except as may be specifically provided in this Agreement or a Service, all communications and notices to be given by either party to this Agreement to the other as required or provided by this Agreement must be in writing, directed to the other party's designated office or officer as each party shall identify to the other, and delivered to each recipient party at its address as each party shall specify in writing to the other, and delivered in accordance with this Section (or at such other address or to such other designated office or officer as a party shall designate to the other in accordance with this Section) either by U.S. Mail, receipted delivery service, or electronic mail transmission ("*e-mail*"). Each party will promptly provide written notice to the other if any relevant contact information were to change. Such notices and other communications will be deemed to have been delivered only if delivered: (i) by U.S. Mail, on the date that such communication shall have been delivered; or (ii) by receipted delivery service, on the date and at the time that such communication shall have been delivered and receipted by the delivery service; or (iii) by e-mail, on the date and at the time that such communication shall have been acknowledged by the recipient electronic mail equipment; ***provided, however***, that we will not be deemed to have received an e-mail, or "*PDF*" facsimile or telecopier/fax electronic mail transmission until we confirm its receipt by returning an e-mail or telecopier/ fax electronic mail transmission to you that specifically addresses the subject matter of your e-mail.

We shall have a reasonable period of time within which to act on any notice or communication that you provide to us including, but not limited to, a notice changing any of your Authorized Signers, Security Administrators, or Service Representatives, the authorization limits provided to a specific Authorized Signer, Security Administrator, or Service Representative, or other specific Instructions that relate to any of your Services or Accounts. Your Instructions cannot be in conflict with the terms and provisions of this Agreement or the applicable Supplemental Documentation.

(b) Service Fees and Operating Procedures. We reserve the right to change the Service Fees that we charge for any Service or any Service's Operating Procedures upon thirty (30) days prior written notice thereof to you. This notice may be sent to your address specified in our account records or as provided by you to us in accordance with paragraph (a) of this Section, or such notice may be posted at the website that we use to provide the respective Service and that will be available to you once you have signed on to the Service. If you use of the respective Service after expiration of the thirty (30) days advance notice of change in Service Fees or Operating Procedures, then your use of the Service shall constitute your consent to the new pricing and/or procedures. Service Fees are in addition to those fees for other banking services included in the applicable Account Disclosures or pricing statements.

(c) Electronic Communication. If you provide us with an e-mail address or your Authorized Signers, Security Administrators, or Service Representatives, then you shall have agreed that each such Authorized Signer, Security Administrator, or Service Representative may receive information and notices from us through such Electronic Communication. You understand that Electronic Communications may be inherently insecure or unreliable due to the possibility of error, delay, or observation or receipt by an unauthorized individual. We may rely in good faith on your Instructions regarding the use of e-mail, e-mail addresses, that we



reasonably believe to have been initiated by you through your Authorized Signer, Security Administrator, or Service Representative. You assume all responsibility and risk for the compilation, accuracy, transmission, and delivery to us of all information or data including, without limitation, any Check report or Instruction. We shall have no obligation to ensure the receipt or accuracy of any information or data furnished by you in connection with any Service, and we shall have no obligation to make any inquiry or initiate any investigation regarding the receipt or accuracy of any such information or data.

(d) Telephone Recording. You acknowledge, agree, consent, and confirm on behalf of yourself, your Authorized Signers, Security Administrators, Service Representatives, and your other agents that we may monitor and record telephone conversations between any of our officers or employees and any of your Authorized Signers, Security Administrators, Service Representatives, or other agents at any time without further notice to you, or your Authorized Signers, Security Administrators, Service Representatives, or your other agents, and without further notice to the parties to the conversations. The decision to record any such conversation shall be ours alone and made within our sole discretion, and we will not have any liability to you for recording or failing to record any such conversation.

(e) Business Online Banking. The Business Online Banking Service includes the ability for you and your Service Representative(s) to communicate to the Bank through the use of a secure messaging feature. This feature is a part of the Business Online Banking Service and can be used to initiate communication to the Bank for the purposes of making inquiries and requesting support specific to the Business Online Banking Service. Requests to changes in Services may need to be fulfilled through the completion of an updated and signed Service Request. Use of the secure messaging feature is governed by terms and conditions within the Business Online Banking terms and conditions that are accepted when you and any Service Representatives access Business Online Banking for the first time. Bank retains the right to amend the agreement around the use of the secure messaging feature from time to time.

15. Status of Parties. Except as provided in Section 4 above, and except when we are functioning as your agent in our role of a collecting bank as contemplated under Article 4 of the UCC, "Bank Deposits and Collections", by our performing Services for you under this Agreement our relationship to you is that of an independent contractor. Nothing in this Agreement will be construed to create any partnership or joint venture between you and us.

16. No Extension of Credit. Neither the terms and provisions of this Agreement, any Service Request, or Supplemental Documentation, nor our providing any Service to you will be construed to obligate us to create an overdraft or pay any amount in excess of your collected and available funds in your Account unless we shall have expressly undertaken such an obligation in a written agreement between you and us.

17. Compliance with Law. You must comply with all Applicable Laws in the performance of your responsibilities in connection with the Services that you use including, without limitation, OFAC-enforced prohibitions and requirements that prohibit or limit dealings with certain foreign states or Persons against whom The United States of America has imposed sanctions, all rules and operating guidelines of the Electronic Check Clearing House Organization and the rules that apply to any payment system or network that we use to transfer funds (such as, but not limited to, the ACH Rules or Fedwire rules), the Check 21 Act, and Subpart D of Federal Reserve Regulation C, and similar State laws and regulations, as applicable. You hereby indemnify and hold us harmless, and will reimburse us, for all fines and assessments imposed on us as a result of any alleged violations of Applicable Law by you, your agents, or employees.

18. Advertising. Neither you nor we may engage in any advertising or publicity concerning any Service or any use of any name, logo, trade name, or trademark of the other party without its prior written consent.

19. Our Records. We have no obligation to retain any records in connection with any Service transaction, including records relating to Instructions, for longer than the period of time required of us by Applicable Law. In the event you fail to report any purported error in any Service transaction to us during the period of time within which we are required to retain such records, any attempt undertaken by us in good faith to reconstruct the contents of Instructions will be conclusively presumed to be correct.

20. Exculpation; Force Majeure. Unless otherwise expressly required by Applicable Law, we will not



be liable (and you hereby release us from liability) for any loss resulting directly or indirectly, in whole or in part, from:

(i) any act, failure to act, or delay in acting on the part of any individual or Person not within our reasonable control, including you or your employees or agents (apparent or otherwise) or anyone else acting on your behalf;

(ii) your negligence or misconduct, or any negligence or misconduct of any of your Authorized Signers, Security Administrators or Service Representatives;

(iii) any inaccuracy or ambiguity (as determined by us in our sole opinion) in any information given to us (including, without limitation, any incorrect, incomplete, or untimely information) by you or any Authorized Signer, Security Administrator, Service Representative, or other Person acting on your behalf;

(iv) any error, failure, or delay in providing any Service, execution of any Instruction, performance of any Service or other instruction caused by any "act of God", act of governmental or military authority, legal constraint, disease, fire, flood, earthquake, windstorm, other natural calamity, war, riot, civil unrest, act of terrorism, labor unrest, strike, lockout, our inability to obtain labor, materials or transportation in a timely manner, any electrical, communication, telecommunication, word or data processing or computer failure or interruption of service (whether hardware, software, or both), or other failure or delay in performance that is not within our direct and reasonable control; or

(v) any other cause or circumstance beyond our reasonable control, whether similar or dissimilar to any of the foregoing.

21. Disclaimer of Warranties; Limitations on Liability.

(a) No Warranty. WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, RELATED TO ANY SERVICE INCLUDING ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR SUITABILITY OF ANY SERVICE FOR YOU, OR AS TO ANY EQUIPMENT OR SOFTWARE PROVIDED BY US, OR THE COMPATIBILITY OF ANY OF OUR COMPUTER SYSTEMS, SOFTWARE, EQUIPMENT, DATA TRANSMISSIONS, OR COMMUNICATION INTERFACES WITH YOUR COMPUTER SYSTEMS, SOFTWARE, EQUIPMENT, OR DATA TRANSMISSION OR COMMUNICATION INTERFACES. You acknowledge and confirm that the Services are provided by us without any representation or warranty, and that we are not responsible for determining the accuracy, timeliness, or completeness of information provided to us by you or any third party.

(b) Only Actual Loss or Damage. IN NO EVENT WILL WE BE LIABLE TO YOU FOR ANY LOST PROFITS OR THIRD-PARTY CLAIMS, OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY, INCIDENTAL, OR PUNITIVE DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, OR IN ANY WAY RELATING TO OR IN CONNECTION WITH, THIS AGREEMENT, ANY SUPPLEMENTAL DOCUMENTATION, OR OUR PERFORMANCE OR NON-PERFORMANCE OF ANY SERVICE.

We and any of our Affiliates shall be responsible only for the actual loss that a court having jurisdiction shall determine had been incurred by you and caused by our or our Affiliate's negligence, fraud, or willful misconduct in our/its performance of our/its obligations under this Agreement. These limitations will apply regardless of whether the likelihood of such losses or damages was known or should have been known to us, and regardless of the legal or equitable theory of liability asserted by you. If we are found liable to you with respect to any Service or our provision of any Service, our liability to you shall not exceed the Service Fees you incurred for the Service during the preceding twelve (12) month period (*except* to the extent otherwise required by Article 4A of the UCC). If Article 4A of the UCC shall govern the measurement of alleged loss or damage, then we shall be liable only for the loss or damages required to be paid under Article 4A of the UCC or Regulation J of the Federal Reserve Board, as the case may be, and our liability for interest thereon shall be calculated using a rate of interest equal to the average Federal Funds rate for the period involved offered by the Federal Reserve Bank operating in the Federal Reserve District in which our headquarters is located.

22. Miscellaneous Provisions.

(a) Binding Effect. This Agreement binds and benefits you and us and your and our respective permitted successors and assigns. We will not be bound by any agreement or representation made by any of our employees or representatives that is in conflict with the terms and provisions of this Agreement, unless that agreement or representation is contained in a written agreement or amendment duly executed by us. We will



not be deemed to have waived any right or power under this Agreement as a result of any delay in our exercising such right, nor will any single or partial waiver or exercise by us of any right or power limit our ability to subsequently fully exercise the right or power or to exercise any other right or power available to us under this Agreement. The rights and remedies included in this Agreement are cumulative and not exclusive of any other rights or remedies available to us at law or in equity.

(b) Entire Agreement. This Agreement represents the complete statement of the agreement between you and us for Services that you use. In the event of any conflict between the terms and provisions of this Agreement and those of any Supplemental Documentation, the terms and provisions of this Agreement shall control *except that* in the event of any inconsistency between the terms and provisions of this Agreement and those of any Service Request duly executed by you and accepted by us, the terms and provisions of that Service Request shall control.

(c) Assignment. You may not assign or transfer any of your rights and obligations under this Agreement without our prior written consent. We may delegate any obligation under this Agreement to perform Services for you to any direct or indirect subsidiary of UMB Financial Corporation and/or to any appropriate third party as determined by us in our sole discretion. We may provide certain Services through third-party service providers without breaching any of the terms or provisions of this Agreement.

(d) Governing Law. This Agreement and your and our rights and obligations hereunder will be governed by, construed, interpreted, and enforced in all respects in accordance with the laws of the State in which the principal office of the Bank with which you maintain your Account is located, without regard to conflict of laws principles, together with other Applicable Law.

(e) Venue; Jurisdiction; Service of Process. Any legal action or proceeding relating to this Agreement or any Service must be instituted in the courts of the State or the District Court of The United States of America for the jurisdiction in which the principal office of the Bank with which you maintain your Account is located, and you irrevocably submit to the jurisdiction of such court in any such action or proceeding. By using any Service you irrevocably consent to service of any legal process, summons, notice and document issued by or under the jurisdiction of any such court in any such action or proceeding by mailing copies thereof by registered or certified mail, postage prepaid, to you at the address you provide for notices and communications in accordance with Section 14 of this Agreement.

(f) Waiver of Jury Trial. **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH OF YOU AND US IRREVOCABLY WAIVES ITS RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (INCLUDING ANY COUNTERCLAIM) OF ANY TYPE AND AS TO ANY MATTER WHATSOEVER DIRECTLY OR INDIRECTLY RELATING TO THIS AGREEMENT OR ANY SERVICE OR TRANSACTION HEREUNDER.**

(g) Severability. Any term or provision of this Agreement or any Supplemental Documentation that may be unenforceable will only be ineffective to the extent of such unenforceable provision without invalidating the remaining provisions of this Agreement or Supplemental Documentation.

(h) Changes to this Agreement. We may amend, modify, or change any of the terms and provisions of this Agreement, as applicable, and as to any Service, or we may amend, modify, revise or change any Supplemental Documentation for any Service, at our option, either by (i) posting the revisions on our web site and notifying you of the revisions when you access the applicable Service; or (ii) by e-mail, U.S. Mail, or other means of delivering notice to you of the amendment, modification, or change in accordance with Section 14 of this Agreement. Each amendment, modification, or change will be considered accepted and agreed to by you when you use the respective Service after your receipt or the availability of the notice of the modification.

(i) Termination.

(i) Except as may be otherwise provided in the terms and conditions of a particular Service included above in this Agreement, we may terminate the Agreement or any Service that we provide to you without notice to you *if*: you breach or do not comply with any of the provisions of this Agreement or the Deposit Account Agreement or any other agreement, loan arrangement, or other relationship that you have with us; or the representations and warranties that you make with respect to any Service were false; or we were to determine, in our sole discretion, that our continuing to provide the Service to you could create an unacceptable risk of



loss to us; or if you were to commence a proceeding under the U.S. Bankruptcy Code or such proceeding were commenced against you.

(ii) We will not knowingly establish or maintain a commercial banking relationship with a Person whose business activities involve an apparent violation of State or Federal law. If we were to determine that this Agreement with you is in violation of this policy, then we would terminate this Agreement and our relationship with you as expeditiously as possible considering the facts and circumstances that may be involved.

(iii) Either you or we may terminate this Agreement and cease use of Services at any time by providing thirty (30) calendar days' prior notice of termination to the other. Upon termination of this Agreement for any reason, the terms and provisions of this Agreement shall continue to apply to all Service transactions that were initiated and all obligations that were incurred by you to us in connection with any Service prior to the effective time of termination of this Agreement, and those terms and provisions shall survive termination of this Agreement.

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DEFINED TERMS

“Account” means any deposit account or loan account established and maintained with UMB Bank, N. A. by a partnership, joint-venture, corporation, limited liability company, limited liability partnership, business trust, association, or other entity operated on a for-profit basis; an association or corporation operated on a not-for-profit basis; a governmental entity; or a sole proprietorship or an individual who will use the Account solely for carrying on a trade or business. The classification and form of ownership for an Accounts is designated by you on your **Commercial Deposit Account Signature Card** or any loan agreements, and we may rely on those designations for all purposes relating to such Accounts.

“Account Disclosure” means any pricing schedule or information disclosure that we provide to you in connection with any Account or Service.

“ACH” means the automated clearing house funds transfer system governed by the ACH Rules.

“ACH Network” means the payment network that is subject to the rules of the National Automated Clearing House Association.

“ACH Rules” means the Operating Rules of the National Automated Clearing House Association and any additional rules adopted by any applicable local or state ACH association as those rules may be amended from time to time, and also includes the Operating Rules of the National Automated Clearing House Association as modified by the EPN Operating Rules as any of these rules may be amended from time to time.

“ACH Service” means our processing of payment transactions received through the automated clearing house funds transfer system that operates under the Operating Rules of the National Automated Clearing House Association in accordance with this Agreement.

“Addenda Record” means retrievable information stored electronically that contains supplemental data related to an Entry, as more particularly described in the ACH Rules.

“Advanced Payments Module” means a module within the Business Online Banking Service for inputting the necessary details to create an ACH Entry.

“Affiliate” means any other depository institution or business entity that is a subsidiary of UMB Financial Corporation, or that is owned by, or under common ownership with, or indirect ownership of, the Bank or its Affiliate.

“Agreement” means this **Premier Business Banking Treasury Management Services Agreement** (as it may be amended, modified, or supplemented from time to time) together with all applicable Service Requests and all Supplemental Documentation.

“Applicable Law” means all applicable Federal, State, or local laws, executive orders, ordinances, rules or regulations, together with all applicable rules or regulations of any clearinghouse or other authority, in effect from time to time. For example, if an electronic funds transfer were processed using an automated clearing house network, the Applicable Law also would include the rules published by the clearing house association that governs the network, such as the ACH Rules of the National Automated Clearing House Association.

“Authorization” with respect to a Debit Entry involving a consumer’s account means a written agreement signed or similarly authenticated and pursuant to which the Receiver authorizes you to debit the Receiver’s account at a financial institution. **“Authorization”** with respect to action undertaken by us in processing your ACH Entries means an Instruction provided by your Service Representative or Authorized Signer, or in the case of a Third-Party Service Provider, by such Third-Party Service Provider’s Service Representative.

“Authorized Signer” means an individual who has been designated (by name and title of authority in your company) by your **Organization Resolutions and Agreement** (or other resolution or organizational document that you have provided to and that has been accepted by us), and by which any business or



governmental authority could reasonably conclude that such individual is duly authorized to act on your behalf to authorize your entering into this Agreement, and to execute and deliver any Service Request in connection with your obtaining or using any Service. Your Authorized Signer has the authority to appoint and designate, and shall have authority over, your Security Administrators and your Service Representatives.

“Available Balance” means our most current record of the amount of funds in an Account that is available for your use or withdrawal. This amount may or may not include items that you have issues, initiated or authorized, but that have not yet been present to us for payment. This amount does not include any pending transactions or funds in your account that are subject to a deposit hold, dispute or legal process.

“Bank” means UMB Bank, N. A., a national banking association and subsidiary of UMB Financial Corporation.

“Banking Day” for the purposes of this Agreement and Supplemental Disclosures means any Monday through Friday except for holidays observed by banks or any day that is not a business day for the applicable Federal Reserve Bank or any other third-party treasury management transaction processors that we use.

“Bill Pay Payments” means any payment initiated by you within Business Online Banking using the Bill Pay Service.

“Card” means a debit or credit card, as the case may be.

“Check” means a check, draft, or other paper order for the payment of money.

“Check 21 Act” means the Check Clearing for the 21st Century Act, 12 U.S.C. §§ 5001-5018, as amended.

“Clearing House” means **The Clearing House Payments Company L.L.C.**, operator of the Electronic Payments Network (EPN).”

“Commercially Reasonable” means, given the facts of a specific transaction, that a Person or entity acted and performed its obligations in connection with that transaction in a manner that other similar Persons or entities would have acted and performed with regard to the applicable systems, technologies, practices, and procedures that effect such transactions. Whether a particular system, technology, practice, or procedure is commercially reasonable may change over time. Whether a Security Procedure is commercially reasonable is a question of law governed by Article 4A, “Funds Transfers”, of the applicable UCC.

“Confidential Information” means any information related to your Accounts or to any Service including, without limitation, Service Requests, security information, Identification Codes, security devices, imaged Items, our business processes, and this Agreement.

“Credit Entry” means an Entry for the transfer of money to the account of a Receiver.

“Customer Information” means all information that the Bank receives from you concerning your customers’ names and addresses or lists of customers or applicants to be provided to the Bank in connection with the Services, accounts owned by your customers, and other customer data.

“Debit Entry” means an Entry for the withdrawal of money from an account of a Receiver.

“Deposit Account Agreement” means UMB’s **“Important Information Regarding Your Deposit Accounts”** agreement with its clients (also known as the Account Agreement), as it may be amended from time to time.

“Designated Account” means an Account that you have designated in your **Service Request** as an Account into which you wish to deposit your Substitute Checks, or an Account that you have designated in your **Service Request** as an Account from which Wire Transfers may be made.

“Disclosing Party” means a party to this Agreement that provides Confidential Information to the Receiving Party.

“Dollar” means a U.S. Dollar, the official currency of The United States of America.

“Electronic Communication” means any encrypted or unencrypted electronic mail communication transmission or other digital transmission of information, or other electronic facsimile transmission (*e.g.*, telecopier/“fax”).



“Entry” means any Credit Entry, Debit Entry, or any other type of Entry as defined in the ACH Rules.

“EPN” means the Electronic Payments Network operated by and as a facility of the Clearing House.

“EPN Operating Rules” means the rules adopted by the Clearing House to govern Entries transmitted through the EPN and includes the ACH Rules as modified by the EPN Operating Rules, as any of those rules may be amended from time to time.

“Exposure Limit” means any limit that we establish from time to time on the aggregate amount of ACH transactions or the amount of any particular type of Entry that may be outstanding on your behalf at any time.

“Exception Item” mean any Check or other Item that does not match the criteria in a Master Issue File.

“File” means a group of Entries as more specifically described in the ACH Rules.

“Identification Code” means any “ID”, personal identification number (“PIN”), password, code, and any other means (e.g., token) of secure access to any Service that (i) we shall assign to your Authorized Signers, Security Administrators, or Service Representatives, or (ii) or your Security Administrator shall assign to your Service Representatives, or (iii) that any such individual shall self-select, for purposes of gaining confidential or limited access to or use of any Service.

“Incoming Drawdown” means a Transfer Instruction that we receive from another financial institution to wire transfer funds from your Account to the financial institution initiating the Transfer Instruction.

“Instruction” means any instruction that you deliver to us whether electronically, verbally, or written requiring us to perform any Service, or to perform any Service in a particular manner, or to implement or undertake any other act in connection with any Account, Service, or this Agreement.

“Intellectual Property” means any technical information, user manual, know-how, software, system, process, or design (belonging to the Bank or otherwise) that we shall use in connection with any Service.

“Item” means any Check or other order for the payment of money.

“Master Issue File” means the electronic file compiled by us in connection with our **Positive Pay Services**, and which includes information that you provide to us each Banking Day concerning your issued Checks.

“Mobile Device” means any ‘smart’ phone, tablet, or other wireless telephonic device capable of connecting with and transmitting data on the internet, and utilizing such hardware and software that can scan, produce, and transmit a sufficiently legible electronic image of a Check in order for the Bank to process and perform collection of the Check, create a Substitute Check, image replacement document, and/or or an ACH File, and that the Bank shall determine meets the requirements of Check 21 and the Bank’s **Mobile Deposit Service**, and that provides all additional services necessary to properly electronically communicate and interface with the Bank’s check clearing systems and applications.

“ODFI” means an originating depository financial institution as defined in the ACH Rules.

“OFAC” means the U. S. Department of Treasury Office of Foreign Assets Control or any other U.S. agency that assumes the functions of that office.

“Operating Procedures” means any of the procedures that your Service Representatives must follow in order to properly access, engage, and perform the cash management functions of the respective Services for which we have published such Operating Procedures. Operating Procedures for any Service are included in the respective Service’s User Guide and/or in other Supplemental Documentation issued for such Service.

“Originator” means a party that has authorized an ODFI or a Third-Party Sender to send, for the account of that Person, a Credit Entry to the account of a Receiver in order to effect payment from that Person to the Receiver, or a Debit Entry to the account of a Receiver in order to obtain payment from the Receiver to that Person, as more fully described in the ACH Rules. The Originator is the party with whom a Receiver has a contractual relationship, and the party to or from whom funds are ultimately owed in connection with the transaction producing the ACH Entry.



“Payee” means your consumer or commercial customer or donor whom you want to process a payment through your Service, or whom you try to provide information regarding your account with them.

“Payor” means your consumer or commercial customer or donor who wants to send a payment to you that will be processed through your Service, or who tries to obtain information regarding their account with you.

“Person” means, as the context requires, any individual, firm, corporation, partnership (including, without limitation, any general partnership, limited partnership, or limited liability partnership), limited liability company, joint venture, business trust, association, organization, or other legal entity other than a party to this Agreement.

“Privacy Requirements” has the meaning given to it in Section 13(c) of this Agreement.

“RDFT” means a receiving depository financial institution as defined in the ACH Rules.

“Receiver” has the meaning given to it in the ACH Rules.

“Receiving Party” means a party to this Agreement that receives Confidential Information from a Disclosing Party.

“Scanning System” means any system consisting of hardware and/or software provided by a third-party vendor that scans and produces a sufficiently legible electronic image of a Check in order for the Bank to process and perform collection of the Item, creating a Substitute Check, image replacement document, and/or or an ACH File, and that we shall determine meets the requirements of Check 21 and those of the respective Service, and that provides all additional services necessary to properly electronically communicate and interface with the Bank’s check clearing systems and applications.

“Security Administrator” means an individual that your Authorized Signer either appoints on your Service Request or other such document that your Authorized Signer executes and delivers to us or utilize a Service for online banking, and which individual shall have the authority to designate functional responsibilities and specific authority levels to your Service Representatives in connection with your use of a Service, to assign and revoke Identification Codes, and take other actions necessary to administer the security aspects of a Service on your behalf.

“Security Procedure” means a procedure described in a Service Request or in Supplemental Documentation for a Service, and which procedure would be used by you and us to verify that an Instruction has been sent to us by your Authorized Signer, Security Administrator, or Service Representative, as the case may be and as circumstances may require, and which has been duly authorized by you.

“Service” means any treasury management service that we offer including, without limitation, such services as ACH, Wire Transfer, Account Reconciliation and other information services, and other cash management services described in the Agreement or Supplemental Documentation.

“Service Description” means the respective descriptions provided to you from time to time in connection with a Service in which you enroll, which include any Operating Procedures.

“Service Fee” means any fee that we establish from time to time for our providing a particular Service to you and that shall be applicable in connection with your use of the respective Service.

“Service Representative” means an individual who has been appointed by your Authorized Signer or your Security Administrator in your Service Request or such other documentation that your Authorized Signer or Security Administrator shall have executed and delivered to us or through a Service for online banking, and which individual has been so authorized by you to provide Instructions to us and to otherwise act on your behalf in connection with a particular Service.

“Service Request” means a form document that we issue and identify as a UMB Service Request and that would be completed as necessary by you to affect your written request that we provide and perform your specified Service for you, and which document would be executed by your Authorized Signer. You may have multiple Service Requests and for purposes of determining the Services applicable to you the most recent Service Request shall prevail. Any Service Request identified in this Master Agreement may be a component of a compilation of your requests for Treasury Management Services known as “Business Automation Workflow” (as it may be



amended or otherwise identified from time to time).

“Service Terms” means the Service terms and conditions provided to you from time to time in connection with each Service and attached hereto as Exhibit B.

“Settlement Date” means the date on which an exchange of funds with respect to an Entry is reflected on the records of the Federal Reserve Bank of Kansas City or other applicable Federal Reserve Bank.

“Signature Card” means UMB’s forms of **Organization Resolutions and Agreement** and **Commercial Deposit Account Signature Card**, each of which is required to establish a commercial deposit account with the Bank.

“Subsidiary” means each legal entity which has executed the Service Request and for who UMB is authorized to perform Services hereunder. For purposes of Advanced Payments in the Business Online Banking Service, “Subsidiary” refers to the company name and company identification code assigned for such Subsidiary’s Account.

“Substitute Check” or **“image replacement document”** has the meaning as used in Subpart D of 12 CFR Part 229, and generally means a paper reproduction of an original Check that you receive, that contains an image of the front and back of the original Check, bears an original MICR line, conforms to the paper stock, dimensions and other requirements established from time to time by the Federal Reserve Board, and is suitable for automated processing in the same manner as the original Check, with the required legend affixed as required for a substitute check.

“Supplemental Documentation” means any supplemental information and/or documentation that we may provide to you from time to time with respect to any Service including, without limitation, all Service Requests, Service Terms, Service Descriptions, Instructions, Operating Procedures and User Guides, and system specifications. The term Supplemental Documentation does not include correspondence or other documentation that you provide unless you and we have separately executed such other document and stated therein that it is part of this Agreement.

“Third-Party Sender” means a Person that performs functions related to the origination of ACH Entries on behalf of another business organization, and as such term is more specifically defined in the ACH Rules.

“Third-Party Service Provider” means any third-party service provider Person (such as a payroll processor) that you retain to assist you in preparation or transmission of Files or Entry information to us or to an ACH Operator. Your Third-Party Service Provider is ordinarily identified on your Service Request with us.

“Transfer Instruction” means an Instruction to execute a Wire Transfer, and which may include Instructions for a specific (non-recurring) Wire Transfer or recurring Wire Transfers or batches of Instructions for Wire Transfers in an electronic file of Instructions.

“UCC” means the Uniform Commercial Code as adopted by the State in which the principal office of the Bank at which you maintain your Account is located.

“User Guide” means any of the documents so titled that we deliver to you in connection with a Service that requires detailed step-by-step instructions that your Service Representatives must follow to successfully access, engage, and use any application or system of the respective Service for which we have published a User Guide, such as **UMB Business Online Banking User Guide**. A User Guide for a Service may be included in the respective Service Description and/or in any Supplemental Documentation for such Service.

“Wire Transfer” means a domestic or international electronic transfer of funds (other than a transfer through the ACH Network) through our **Wire Transfer of Funds Service** described above and pursuant to a Transfer Instruction to transfer funds from your Account to an account at another financial institution or to another Account/account of yours.

SERVICE TERMS

Each Service offered by the Bank as part of its Premier Business Banking Treasury Management is described below. When you indicate in a Service Request that you wish to use a particular Service and each time you use such Service you agree to the applicable terms and conditions for that Service contained herein (the “**Service Terms**”). These Service Terms supplement, and are part of, the Premier Business Banking Treasury Management Services Agreement between you and the Bank. Capitalized terms used in the Service Terms and not otherwise defined will have the meaning given such terms in the Premier Business Banking Treasury Management Services Agreement between you and the Bank. In the event of an inconsistency between requirements under the UCC or other Applicable Law governing deposit accounts and these Service Terms, the Service Terms shall prevail to the extent permitted by law.

The Bank may from time to time add, delete or amend the Service Terms as Services offered by the Bank evolve over time. The Bank will provide you with reasonable notices of any additions, deletions or amendments and you agree such additions, deletions or amendments will be the applicable terms and conditions for each Service upon your notification. The Service Terms describe how the Services offered by the Bank function. If at any time you disagree with the Service Terms, including any additions, deletions or amendments to the Service Terms, you should cease using such Service.

You may request a Service by completing and executing a Service Request and delivering it to your UMB Treasury Management Officer. Your Service Request will identify those individuals whom you specify to act as your Service Representatives for each Service, which Services will be applicable to each Account, whom you authorize to provide Instructions to us on your behalf with respect to each Service and who may view information about your Account, including statements and reports, and other key aspects of each Service.

Automated Clearing House (ACH) Processing Services

The Automated Clearing House network is a batch-oriented, electronic funds transfer system that provides for the clearing and settlement of electronic payments among participating financial institutions nationwide. Our ACH Processing Services are more completely described in the UMB ACH Processing Service Description.

UMB Bank uses an automated ACH settlement process that eliminates the need for companies to add an offsetting entry to each ACH Entry. Settlement to the account number designated by the Originator on the Service Request will occur according to the specified effective date for the ACH Entry, or the Settlement Date. If an Entry is received with an effective entry date when the ACH Operator is unable to provide settlement (*e.g.*, a non-banking day), then the operator will insert a Settlement Date reflecting the next succeeding Banking Day.

ACH Entries can be delivered to the Bank through the Business Online Banking Advanced Payments Module. Input specifications are available from the Bank and are available in the Advanced Payments Module. Unlike wire transfers of funds that are processed on-line for immediate settlement, ACH Entries are processed on a batch basis for future settlement. For example, a Direct Deposit entry would be originated on Wednesday or Thursday for a Friday payday. ACH can be used for various types of payments that can be classified as either consumer or corporate (*i.e.*, sent to the account of an individual or a company, respectively). They can also be segmented as commercial or government payments (*e.g.*, payments originated by a company versus payments that are originated by the government, such as Social Security benefits).

Types of ACH Transactions

Consumer ACH transactions are ACH Entries sent from a company to individuals. A three-letter Standard Entry Class (“**SEC**”) identifies these transactions. For example, the SEC code used in both Direct Deposit and Direct Payment applications is PPD (prearranged payment or deposit). Regulations and/or guidelines that govern electronic payment transactions differ for consumer and corporate transactions; accordingly, it is essential to use the correct SEC code when originating consumer entries.:



Direct Deposit Entries (PPD). Direct Deposit transactions are ACH Credit Entries originated from an organization to a consumer's account. Examples of applications in this category include, but are not limited to, Direct Deposit of payroll, pension, and dividend payments, and travel and expense reimbursements.

Direct Payment Entries (PPD). Direct Payment transactions are authorized ACH Debit Entries initiated by a company to collect payments from consumer accounts. Applications include Direct Payment of recurring scheduled payments (*e.g.*, utility, lease, mortgage, installment loan and tuition payments, insurance premiums, charitable contributions, and property management fees).

Corporate ACH transactions are credits or debits used to facilitate payments from one company to another company. The most commonly used Standard Entry Class Codes are CCD (Corporate Credit or Debit Entries) and CTX (Corporate Trade Exchange). SEC Code CCD+ indicates the presence of an Addenda Record with transaction information. Addenda can be formatted in several standard formats or can be free form. The payment and addenda are the electronic equivalent of a Check and Check stub. **Types of commercial ACH payments include:**

Corporate Credit or Debit (CCD). CCD debits or credits may be sent by a company to transfer funds between a main account and other depository accounts owned by the company. Applications include concentration of receipts from a company's outlying location accounts and funding of local payroll, petty cash, disbursement accounts and B2B payments that are seller-initiated or buyer-initiated.

Tax Payments. Taxpayers can use ACH to initiate tax payment transactions through Electronic Federal Tax Payment System (EFTPS), an electronic system for paying Federal taxes. The EFTPS replaces the labor-intensive paper-based system with one that streamlines and simplifies payment of Federal taxes. Using EFTPS, taxpayers can authorize the Bank to initiate an ACH credit to EFTPS. Taxpayers using a Same-Day Payment mechanism can authorize the Bank to initiate a Fedwire payment transaction.

Transmittal of Entries; Your Representations and Warranties.

All Entries that you initiate and all transactions that you receive using our ACH Processing Services are subject to the ACH Rules, Applicable Law, our ACH Processing Service Description in effect from time to time, and any Supplemental Documentation that we provide in connection with these Services. You must transmit Entries to us in compliance with the Applicable Law, the ACH Rules, and the formatting and other requirements we provide to you and in accordance with the ACH Processing Service Description. You must use the proper Entry code established in the ACH Rules that corresponds to the type of ACH Entry that you transmit to us. Your obligation to transmit Entries to us in compliance with Applicable Law includes your obligation to not act on behalf of, or to transmit funds to or from, any Person, organization, or country that has been identified by OFAC as subject to blocking of financial transactions in accordance with applicable regulations and Executive Orders. We have the right, upon reasonable advance notice to you, to audit your compliance with this Agreement and the ACH Rules. We also have the right to suspend or terminate your right to originate ACH files for violation of ACH Rules or in order to assure compliance with ACH Rules or Applicable Law.

We offer the ability for you to submit your ACH Entries to us for processing through the Business Online Banking Service. Whenever you transmit an Entry to us for processing through ACH, you make all the representations and warranties to us related to that Entry that we, in our capacity as ODFI, make to any RDFI, ACH operator or other participant in the ACH Network under the ACH Rules.

Processing, Transmittal and Settlement.

Subject to your compliance with these Service Terms, our ACH Processing Service Description, and the Agreement, we will process Entries received from you, transmit Entries as an ODFI to the ACH network, and settle Entries. We will transmit Entries by the applicable deposit deadline of the ACH Network if the Entries are received in form and text acceptable to us by our established cut-off time, the Entry date on the file satisfies the criteria that we establish from time to time, and the Federal Reserve Bank is open for business that day. However, we reserve the right to delay processing Entries as provided in these Service Terms or the ACH Processing Service Description.



We shall have no obligation to process Entries that are not in compliance with the ACH Rules and Applicable Law, the Agreement, these Service Terms or our ACH Processing Service Description. We may need to temporarily suspend processing certain transactions in order to verify that the transaction will be originated in compliance with any Applicable Law. If we take that action, settlement for and availability of such Entries may be delayed. We shall have no obligation to independently determine whether the name, account number or other identifying number provided for any person or entity refers to the appropriate person or entity. You acknowledge that the Security Procedures outlined in our ACH Processing Service Description are not all-inclusive security procedures and are not designed to detect errors in data you submit but are designed to confirm the authenticity of your Instruction and that such Instruction has been sent to us by your authorized Service Representative. We will have no responsibility for the accuracy of Entry information you provide to us directly or through a Third-Party Service Provider. You agree to monitor your ACH Entries for notifications related to returns or changes.

Authorizations by Receivers. You must obtain from each Receiver all applicable Authorizations for you to initiate Entries as required by the ACH Rules, our ACH Processing Service Description, and Applicable Law. For example, for Debit Entries to a consumer account, the ACH Rules require you to obtain an Authorization that must be in writing and signed or similarly authenticated by the consumer to originate the Entries. You must retain a record of such Authorization, and you must provide a copy of the Authorization to us or any requesting RDFI. You must also provide all notices required by the ACH Rules. For example, you must provide notice when the amount of a preauthorized Debit Entry varies in amount from the previous Debit Entry, or when you receive Authorizations to collect additional fees or charges (*e.g.*, a returned Check charge) with an ACH transaction.

Rejected and Returned Entries; Return Rates. We may reject any Entry that does not comply with our ACH Processing Service Description, the Agreement, these Service Terms or for any reason permitted under the ACH Rules. We may also refuse to process any Entry if the Entries you submit would cause you to exceed your Exposure Limit or you have failed to comply with your funding or pre-funding obligations or other obligations under these Service Terms or the ACH Processing Service Description, or you have failed to meet any other obligation you have to us under your other agreements with us. You may request that we automatically retransmit returned Entries (if the Entry return code allows us to retransmit), but we retain the right whether to approve processing returns in that manner. We will have no liability to you for any rejection or return of an Entry, or the fact that notice is not given at an earlier time than that provided in the ACH Rules. You must cooperate with us in any investigation of the reason for any return rate on your ACH Entries or any particular type of Entry that we consider excessive, and you will promptly undertake corrective action as required to correct any deficiency. You must provide complete and accurate information as required by the ACH Network in any inquiry regarding excessive return rates.

Pre-notification. In accordance with ACH Rules, prior to initiation of the first Entry to the account of a Receiver, you may deliver a pre-notification File to us to deliver to the RDFI indicating your intent to initiate Entries to the Receiver's account. We assume no liability for an RDFI's failure to respond to any pre-notifications you originate. We will not monitor delivery of pre-notifications and will have no liability if you fail to initiate pre-notifications.

Credit Risk. We may require you to provide certain information to us when you request use of our ACH Processing Services and from time to time thereafter to enable us to assess the risk associated with providing the ACH Processing Services to you including, but not limited to, information concerning your current and past financial condition. In connection with our providing ACH Processing Services to you, you authorize us to gather credit information regarding you from other sources, including one or more credit information providers. In our discretion, we may from time to time impose Exposure Limits or change Exposure Limits on the aggregate amount of Credit or Debit Entries that you may initiate, and we may also impose or change Exposure Limits with respect to particular types of Entries. An Exposure Limit may be established in our sole discretion and we may not disclose the amount of such Exposure Limit for security purposes. We reserve the right to designate or terminate Entry classes that we will process for you at any time, without prior notice to you. We may require, also in our sole discretion but upon notice to you, that you maintain reserve balances in an Account in an



amount equal to a percentage of all Debit Entries you have initiated within a certain preceding period of time or that, at our option, we reasonably estimate you will initiate during a certain period.

Payments and Reversals with Respect to Entries.

Funding. In our discretion, at any time and without prior notice to you, we may require payment before processing your Entries. Regardless of whether we have done so in the past, we shall not be obligated to release your Entries to an ACH operator without first having been paid for them by you, and if we were to require such payment, the amount would be immediately due and payable without prior notice or demand.

Our Rights to Assure Payment. Notwithstanding other provisions of these Service Terms or our ACH Processing Service Description, without prior notice to you we are authorized to place a hold on funds in any Account (or in your accounts at any of our Affiliates or any account owned in whole or in part by you), or take any other action that we deem appropriate to assure that we receive payment for Entries. We may charge any Account (or your accounts at any of our Affiliates or any account owned in whole or in part by you) for any Debit Entry, or correcting or reversing Entry, that is later returned to us. We also may set off against any amount we owe to you or any amount any of our Affiliates owes you in order to obtain payment of your obligations under these Service Terms or our ACH Processing Service Description. We will not take the actions described in this subsection if they would conflict with Applicable Law.

Debit Entries. We generally will credit your Designated Account with immediately available funds for the amount of Debit Entries we execute by our close of business on the Settlement Date or as otherwise provided in our ACH Processing Service Description. However, we reserve the right to withhold any portion of any credit to a Designated Account if: (i) we determine, in our discretion, that your return rate for ACH transactions exceeds the rate that we consider to be normal for the type of ACH transactions that you originate through us; (ii) you have exceeded the Exposure Limit established for such Debit Entries; (iii) your financial condition suffers a material adverse change; or (iv) you have otherwise failed to comply with any obligation under these Service Terms or our ACH Processing Service Description or under another agreement that you have with us.

Provisional Payment. Payment of a Credit Entry to your Account is provisional until we receive final settlement for the Entry. Similarly, our payment of a Debit Entry, returned Credit Entry, or any credit reversal Entry is provisional until we receive final settlement. If we do not receive final settlement, we are entitled to be repaid by you and we may charge your Account for the applicable amount.

Returned Entries. You must pay us immediately for the amount of each returned Debit Entry and each adjustment Entry that we previously credited to your Account. We shall have no obligation to send a separate notice of Debit Entries that are returned unpaid. Reports containing information regarding returned Debit Entries will be available through the Business Online Banking cash management system.

Deletion or Modification of Entries. We shall have no obligation to cancel or modify an Entry or a File after it has been received. However, we will make a reasonable effort to act on your request for deletion of an Entry or a File *provided that* we shall have received the request before we execute the Entry or the File and we shall have a reasonable time to respond to the request, but we shall have no liability if the requested deletion were not accomplished. You shall reimburse us for any costs that we incur in our attempting to reverse an Entry or File.

Reversing Entries. We cannot guarantee that any reversing Entry that you originate in accordance with the ACH Rules will be accepted by the RDFI. If we do not accept a reversing Entry, then we will have no further obligations to you with respect to such Entry.

Liability; Indemnity. You indemnify us for and hold us harmless against any loss, liability, or expense (including attorneys' fees and expenses) resulting from breach by you of any representation or warranty contained in these Service Terms, our ACH Processing Service Description, or the ACH Rules, and in connection with any breach of the ACH Rules by us caused by your violation of these Service Terms, our **ACH Processing Service Description** or the ACH Rules. Subject to the overall limitation on our liability described in this Agreement, our liability for loss of interest resulting from our error or delay in processing



an Entry shall be calculated using a rate of interest equal to the average Federal Funds rate at the Federal Reserve Bank operating in the district in which the Bank's headquarters is located for that period.

Alternate Security Procedures for using Business Online Banking Service to initiate your ACH Entries.

The Bank's recommended security procedures for its commercial clients require that one Service Representative initiates or uploads an ACH Entry into the Bank's ACH Service processing system (including any communication amending or cancelling an ACH Entry or transaction therein), and that another Service Representative verifies and confirms the ACH Entry (including any communication amending or cancelling an ACH Entry or transaction therein) being transmitted to the Bank (the "Standard Security Procedures").

The Standard Security Procedures create a recommended system of dual authentication and control for those commercial clients that want to use the ACH Service ("Dual Control"), which Dual Control system is useful and helpful to such clients to authenticate and confirm critical details of their ACH Entries received by the Bank. Dual Control also is useful in preventing occurrences of so-called "account takeover" by criminals or other unauthorized individuals obtaining access to a client's Identification Codes through "malware", "social engineering", or other techniques to issue unauthorized ACH Entries to a bank in the client's name.

Business Online Banking Service permits a single Service Representative to both initiate and verify an ACH Entry. By using Business Online Banking Service you are requesting that the Bank accept and process an ACH Entry through an alternative security procedure for authenticating an ACH Entry in connection with the Account in lieu of using the Standard Security Procedures. Specifically, you request the Bank process ACH Entries received by the Bank via Business Online Banking Service on a "direct-send" a/k/a "straight-through-processing" basis as described below (the "Alternative Security Procedure"). The Alternative Security Procedure does not utilize a Dual Control that the Bank recommends and that is part of Standard Security Procedures.

You hereby inform the Bank that the Alternative Security Procedure is Commercially Reasonable for you given its circumstances including, but not limited to, the number of its Service Representatives that may initiate and confirm its ACH Files, the Dollar amounts and expected frequency of its ACH transactions, the strength of its internal security controls over its ACH transactions, and other factors relevant to you. The Bank is willing to accept and process ACH Entries received through Business Online Banking Service purportedly from your Service Representatives using such Alternative Security Procedure only on the terms, conditions, and provisions included herein.

You by your use of Business Online Banking Service you agree as follows:

1. You acknowledge and confirm the provisions above.
2. You request the Bank to permit use of the Alternative Security Procedure in originating ACH transactions from its Account instead of following the Standard Security Procedures. In so requesting, you understand the Alternative Security Procedure are less secure than the Standard Security Procedures. You nonetheless want to use the Alternative Security Procedure for delivery of ACH Entries to Bank for the initiation and confirmation of ACH transactions on the Account.
3. The Alternative Security Procedure will consist of the following:
 - (a) the Bank will provide Identification Codes to you;
 - (b) your authorized Service Representative using those Identification Codes will enter and verify ACH Entries to the Bank via Business Online Banking Service; and
 - (c) receipt of such ACH Entries via Business Online Banking Service will constitute approval by you of the ACH Entries so delivered to the Bank, and no Dual Control verification of any ACH Entry shall be required.
4. You acknowledge and confirm that:
 - (a) including a Dual Control requirement in a security procedure can effectively deter unauthorized ACH transactions on the Account;



(b) the Alternative Security Procedure does not include a Dual Control requirement and is less secure and less reliable than the Standard Security Procedures; and

(c) you believe the Alternative Security Procedure is Commercially Reasonable for you on your Account given its circumstances including, but not limited to: the number and frequency of ACH Entries that you transacts daily as part of its normal operations, your ACH transactions size, type, and Dollar amounts that you will transmit to the Bank using the Alternative Security Procedure, the strength of your internal security controls over its ACH transactions, the Standard Security Procedures that the Bank has offered to you outside of Business Online Banking Service, and security procedures in general use by similarly situated commercial clients and banks, and other factors relevant to you.

5. Notwithstanding the increased risks due to your use of the Alternative Security Procedure, you want to use the Alternative Security Procedure to facilitate processing ACH Entries purportedly delivered to the Bank by you through Business Online Banking Service and therefore:

(a) rejects the Standard Security Procedures;

(b) chooses the Alternative Security Procedure; and

(c) hold the Bank harmless from any damages that you or the Bank may incur as a result of the Bank accepting and processing any ACH transaction in any ACH Entry initiated and confirmed through Business Online Banking Service using the Alternative Security Procedure, regardless of whether such ACH transaction was transmitted to the Bank in error, was not in fact authorized by you, or contained ACH instruction error.

6. In further consideration of the Bank permitting you to use the Alternative Security Procedure for its ACH Entry transmissions through Business Online Banking Service, you shall be bound by the ACH Entries and Alternative Security Procedure with respect to any ACH transaction on the Account originated by the Bank in conformity with the Alternative Security Procedure, whether or not such ACH Entry was authorized and issued by you.

7. The Bank shall not be under any obligation to continue to accept the Alternative Security Procedure and may refuse to continue to offer Business Online Banking Service to you using the Alternative Security Procedure at any time. If the Bank was to determine that it would discontinue accepting use of the Alternative Security Procedure or discontinue offering Business Online Banking Service using the Alternative Security Procedures, then the Bank will promptly so notify you in advance of any such discontinuance (unless the Bank were prohibited from notifying you by any court or governmental authority having jurisdiction over the Bank or the Account, or if the Bank, in good faith, were to determine that the Account has been or is being used for a fraudulent or illegal purpose).

ACH Filter Service

ACH Filter Service reduces the possibility of unauthorized ACH transactions posting to your Account. UMB ACH Filter has two (2) Services you can use: ACH Filter, which enables you to actively and efficiently screen your incoming ACH debit transactions received by us prior to our posting them to your Account, and ACH Block, which permits you to restrict ACH transactions on your Accounts by transaction type. Prior to an ACH debit transaction being paid, you can either add the incoming ACH debit to your approved debit transactions list ("**Approved List**") or decline the ACH debit transaction. Any ACH debit transaction that you instruct us to return by the applicable deadline will be returned as per ACH Rules. ACH Filter Service may not be available to you initially. Please contact the Bank for more information.

In order to use the ACH Filter Service you must use Business Online Banking Service. We will establish ACH Filter parameters for your Account according to your Instructions.

1. ACH Filter. ACH Filter makes all incoming ACH debit transactions received by us for your Accounts available to you to review and determine whether to accept or decline. You can instruct us to approve or decline specific ACH Transactions or to return ACH Transactions received from specified Originators on your Account.



You also may elect to add an Originator to your Approved List and to set the frequency of payment. For example, if you want to permit a specific trade creditor to debit your Account each month for a certain payable amount, you could use UMB ACH Filter Service to add that trade creditor to your Approved List and set the payment frequency as “monthly” to authorize that ACH debit transaction.

If your ACH Filter setup on your Account were to provide for you to approve or decline your ACH Transactions, and if on any Banking Day you were to fail to instruct us to pay or return the Debit Entries to your Account by our published deadline, then those ACH Transactions would revert to the default setting that you selected for your Account in your Service Request to either “Pay All” or “Return All” such Debit Entries.

2. ACH Block. ACH Block Service enables you to restrict ACH transactions on your Accounts by type of transaction (debit or credit). You can instruct us to block all ACH Debit Entries, all ACH Credit Entries, or both. We will implement Instructions that you provide in your Service Request, and we will return blocked ACH Items before those ACH transactions will be posted to your Account. Blocked ACH Credit Entries will not be made available to you for review prior to our returning those blocked Entries. Blocked Debit Entries can be made available to you for review and determining whether to accept or decline any Debit Entry through our ACH Filter module.

Execution of Instructions. We will make Commercially Reasonable efforts to have ACH Filter Service effective for your use, or to discontinue your use or implement your changes to your Service to become effective as promptly as practicable. However, we will not be liable to you or any other party for any failure to commence, discontinue, or change your use of this Service by a specific date or time. We retain the right at all times to terminate your use of this Service if we determine, in our sole discretion, that we have received an excessive number of requests from you for changes to your ACH transaction instructions or for exceptions.

Limited Liability. We shall be liable to you only for those actual damages that you incur as a direct result of our failure to exercise reasonable care in providing ACH Filter Service to you. Our liability for any failure to implement an ACH Block or to return an ACH transaction contrary to your Instructions in your Service Request will not exceed the aggregate amount of monthly fees that you shall have paid to us for your use of ACH Filter Service during the twelve (12) month period immediately preceding the purported failure. In no event will we be liable to you or any other party for any indirect, consequential, or punitive damages whatsoever, or any loss, cost, or expense including any economic loss or damage, or loss of business profits or revenue that you may incur. We will not be responsible for your acts or omissions, those of your officers, employees or agents, or any act of any other person or entity including, but not limited to, any clearing house association, processor, or Federal Reserve Bank.

Business Bill Pay Service

The Business Bill Pay Service is for the use of making one-time or recurring payments from your designated checking, or savings Accounts to established Payees. Payees must meet our qualifications, as described more fully below. You cannot make a Bill Pay Payments directly from IRAs, CDs, lines of credit, or loan accounts.

In addition to this Agreement, your use of the Business Bill Pay Service is governed by the instructions you receive through the Business Bill Pay Service.

You may make Bill Pay Payments through the Business Bill Pay Service to any business, merchant or professional that generates a bill or invoice for products or services and that has an address we can verify (and each shall be a Payee). Bill Pay Payments may be made only to Payees with a U.S. mailing address. You may not use the Business Bill Pay Service to make a payment for alimony, child-support, taxes, or other governmental fees, court- directed payments or payments to settle securities purchases. You are solely responsible for any claims or damages resulting from your scheduling of these types of Bill Pay Payments through Business Bill Pay or from any payments to prohibited Payees, whether or not we make the payment, and even if the Bill Pay Payment is delayed or improperly processed. We reserve the right to refuse to pay any person or entity to whom you may direct a payment. We are not required to notify you regarding a prohibited Payee or any payment prohibited under this Agreement. **Accounts.** You must provide to UMB the checking or savings



Accounts that you wish to use in the Business Bill Pay service. Accounts that are established for use are known as **"Funding Accounts"**. When establishing the Funding Accounts, you also have the option of selecting one account to be set as the **"Default Account"**. The default account is the account that will automatically set by the service to fund payments to payees, unless another funding account is selected prior to a payment being scheduled for processing.

User Access. You must provide to UMB the Service Representatives to establish for Business Bill Pay service at the time of enrollment in the service. Service Representatives can be granted **"Full Access"** to Business Bill Pay, which would grant them the ability to establish and edit Payees, schedule and cancel payments, access to schedule payments from all Funding Accounts available, and access to view Audit and Payment Reports. If a Service Representative should not have full access, there is the option to establish **"Custom Access"** where various abilities can be enabled and disabled. Service Representatives can then be added and edited by Security Administrators in the User Management module of Business Online Banking. You must also provide to UMB the Bill Pay Service functions you wish to entitle for your Service Representatives.

Payees. You must provide sufficient information about each Payee (**"Payee Information"**) as we may request from time to time, to properly direct a Bill Pay Payment to that Payee and permit the Payee to identify the correct account (**"Payee Account"**) to credit with your Bill Pay Payment. This information may include, among other things, the name and address of the Payee and the Payee account number. Changes to the Payee Information are generally reflected in the Bill Pay Service within one (1) Business Day after you make them. From time to time we may limit the number of Payees you may designate to receive payments through the Bill Pay Service. You authorize us to follow your Bill Pay Payment Instructions and to rely on the accuracy of all information you provide. We are not responsible for payments that cannot be made due to incomplete, incorrect, or outdated information that you provide. We reserve the right to select the method by which to remit funds on your behalf to the Payee.

Bill Pay Payment Limits. Individual Bill Pay Payments may be made in any amount **not less than \$1.00 and may not exceed \$20,000.00 in total on any Business Day**. Bank retains the right to adjust any transaction and daily total limits. Bill Pay Payments may not be in an amount that exceeds the Available Balance in your Funding Account. You may not schedule duplicate Bill Pay Payments. A duplicate Bill Pay Payment is one that is scheduled to be made to the same Payee on the same day and for the same amount.

Delivery of Bill Pay Payments. You may schedule Bill Pay Payments on the day that you enter the payment information (a **"Same Day Payment"**), for a future date (a **"Future Payment"**), or to be automatically initiated in a fixed amount weekly, biweekly, twice a month, monthly, every four weeks, bimonthly, quarterly, semi-annually or annually (known as **"Recurring Payments"**), subject to the restrictions in this Agreement. Although you can generally enter payment information through the Service 24 hours a day, 7 days a week, payments can be "initiated" only on our Business Days. The date on which a payment is to be **"initiated"** is the date on which funds are to be deducted from your Funding Account; in this Agreement, it is also called the **"Process Date."**

After funds are withdrawn from your Funding Account on the Process Date, we may remit your Bill Pay Payments by electronic funds transfer, by mailing the Payee a check drawn on an account we maintain for that purpose, or by other means. Because of the time it takes to transmit the Bill Pay Payment to your Payees, they generally will not receive payment on the Process Date. This is the case regardless of whether the Bill Pay Payment is a Same Day Payment, a Future Payment, or a Recurring Payment. Therefore, in order to provide sufficient time for a Bill Pay Payment to be received by your Payees, the Process Date for each Bill Pay Payment should be at least five (5) Business Days before the Due Date. The **"Due Date"** is the date on which the Bill Pay Payment must be received by the Payee to be considered "on time" under your agreement with the Payee, not including any grace period that the Payee may provide before the Payee imposes a late fee or similar penalty. The first time you send a Bill Pay Payment to a Payee using the Bill Pay Service, it would be helpful if you allow additional time. That would allow the Payee to adjust to the new form of payment.

Order of Payment. If more than one Bill Pay Payment is scheduled for the same Business Day, we will, in our sole discretion, determine the order in which those Bill Pay Payments are processed. You cannot control the order in which these Bill Pay Payments are processed. Accordingly, if your Funding Account does not contain



sufficient available funds to complete all of your Bill Pay Payments, any one or more of the Bill Pay Payments may not be completed.

Scheduling Bill Pay Payments.

- **Same Day Payments.** Same Day Payments must be entered into the Bill Pay Service by 3 p.m. (Central Time) on a Business Day in order for the Bill Pay Payment to be initiated on that day.
- **Future Payments.** You may schedule a Bill Pay Payment to be initiated on any future Business Day (a "Future Payment").
- **Recurring Payments.** You may schedule Bill Pay Payments to be automatically initiated in a fixed amount weekly, bi-weekly, twice a month, monthly, every four weeks, bi-monthly, quarterly, semi-annually, or annually (a "Recurring Payment"). The date on which a Recurring Payment is scheduled to be initiated is referred to as the "Recurring Payment Date." If a Recurring Payment Date is a day that does not exist in a certain month, the Recurring Payment will be initiated on the last Business Day of the month. For example, if you schedule a Recurring Payment for the 30th of each month, your Recurring Payment for the month of February will be initiated on the 28th of February (or the 29th, in a Leap Year), or the last Business Day of February, if the Recurring Payment Date falls on a day which is not a Business Day. If the Recurring Payment Date falls on a day other than a Business Day in any month, your Recurring Payment will be initiated (i.e., the payment will be deducted from your Funding Account) on the preceding Business Day. Thus, your actual Process Date for any month may not be the Recurring Payment Date. For example, if you schedule a Recurring Payment to be initiated on the fifth (5th) of each month, and August 5th is a Saturday, your Recurring Payment for August would be initiated (deducted from your Account) on August 4th.

It also is important to note that differences in the days of the week can reduce the number of Business Days between your scheduled Recurring Payment Date in any particular month. In order to ensure that your Recurring Payments are always initiated at least five (5) Business Days before your payment Due Date, we recommend that you schedule the Recurring Payment Date to be at least ten (10) calendar days before the Due Date.

Canceling or Changing Bill Pay Payments. The best way to cancel or change a previously scheduled Bill Pay Payment is to do so in the Business Bill Pay Service itself. To cancel a "Same Day Payment," "Future Payment" or a "Recurring Payment" that is scheduled to be processed that day, you must submit the request in the Business Bill Pay Service before 3 p.m. Central Time on the Business Day the Bill Pay Payment is to be initiated. A "Same Day Payment" may not be cancelled after 3:00 p.m. on the Business Day the Bill Pay Payment is to be initiated. For Future Payments or Recurring Payments, if you enter the information after 3:00 p.m. Central Time on a Business Day, the instruction will be effective the following Business Day. Review the Bill Pay Payments screen, or the Recurring Payments tab in the Bill Pay section of Business Online Banking and select "Cancel." In order to change the date or amount of a Recurring Payment, you must first cancel the Recurring Payment, and then schedule a new Recurring Payment to reflect the change. Any Recurring Payments already scheduled and displayed in Pending Payments will be processed and sent to the Payees unless you cancel each Pending Payment.

If you need further help to stop a Recurring Payment, you may call Business Banking Customer Support at the number shown in the Agreement or on Business Online Banking.

If you tell us to stop a Bill Pay Payment made through Business Online Banking by using a method other than by entering the change in the Business Bill Pay Service (such as by sending us a message using the Secure Message Center – we do not recommend that you use the Secure Message Center for that purpose), you must notify us in time for us to receive your request three (3) Business Days or more before the Process Date. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. If you order us to stop a Recurring Payment three (3) Business Days before the Recurring Payment Date, and we do not do so, we will be liable only for your direct losses or damages.

We do not automatically cancel scheduled payments, including Recurring Payments, if you cancel your access to Business Online Banking. You must specifically request the cancellation of the Business Bill



Pay Service at least three (3) days prior to the Process Date for any pending Bill Pay Payments you do not wish to have processed. You can cancel all scheduled Bill Pay Payments within the service just prior to the time you terminate the Business Bill Pay Service if that is what you intend. If you close any Funding Account from which Bill Pay Payments are made, you must arrange for Bill Pay Payments to be made in another manner. We will not notify your Payees that you have cancelled the Business Bill Pay Service.

Limited Late Fee Reimbursement. We will reimburse customers who use the Business Bill Pay Service up to \$50 per Bill Pay Payment, for any Payee-imposed late fee or portion of finance charges associated with the late payment amount that the Payee will not waive or reverse as a courtesy to you or to us or any third party and that was incurred by you due to a Bill Pay Payment posting late. To be eligible for this reimbursement, you must have scheduled the Bill Pay Payment resulting in such a fee in accordance with the times recommended in these Service Terms and the instructions relating to the Business Bill Pay Service, and none of the circumstances excusing our timely performance set forth in the section of this Agreement below titled "**Bill Pay,**" "**Exclusions and Limitations on Our Liability in Processing Payments**" may be applicable. Reimbursement do not apply to Bill Pay Payments for alimony, child-support, taxes, or other governmental fees, court-directed payments or payments to settle securities purchases through the Business Bill Pay Service, Bill Pay Payments to interest bearing accounts, or Bill Pay Payments scheduled during any applicable grace period. (That is, if the Due Date for a payment is the first day of the month and your Payee provides a 15-day grace period before a late payment penalty applies, the payment must be initiated no later than 5 Business Days before the first of the month for reimbursement to apply). If we or any service provider we use erroneously caused the incurrence of the late fees or finance charges, then reimbursement up to \$50 will be returned to you.

If the late fees or finance charges are caused by your error, we will not be responsible for any reimbursement.

Failed Bill Pay Payments. If we are not able to make a Bill Pay Payment as you directed, the transaction that you entered will be shown on the Payment History screen as a Failed Payment, and you will receive a notice of the failed Bill Pay Payment when you sign into the Business Bill Pay Service. For example, if there are not sufficient funds in your Funding Account on the Process Date or if other payments we have been asked to make on your behalf (such as checks you write or debit card transactions you make) would reduce the Available Balance below the amount required to make the Bill Pay Payment, we may not make the Bill Pay Payment. When a Bill Pay Payment fails because of insufficient funds, you will be responsible rescheduling the Bill Pay Payment for another date or make other payment arrangements.

Authorization to Charge Your Funding Account. In your Bill Pay Payment Instructions for each bill you wish to pay, you must designate a Funding Account from which the funds will be debited to make the Bill Pay Payment. You authorize us to charge the designated Funding Account according to your Bill Pay Payment Instructions.

You agree that you will have funds available for each Bill Pay Payment you make from each Funding Account according to your Bill Pay Payment Instructions. Please review the Deposit Account Agreement regarding when funds are made available to your Accounts. Deposited or transferred funds are not always made available on the day you make the deposit or transfer. If you do not have sufficient funds in the designated Funding Account to cover a Bill Pay Payment, we may decide, without notice to you and in our sole discretion, whether or not to complete the Bill Pay Payment, and we may make additional attempts to debit your Funding Account for the amount. If we make a Bill Pay Payment on your behalf, and there are insufficient funds in your Funding Account to cover the Bill Pay Payment, you agree that we may debit the Bill Pay Payment and we also will debit associated service fees and charges, such as fees for insufficient funds ("**NSF**" or "**non-sufficient funds**") or overdraft items in accordance with our agreements and standard procedures. You are responsible and agree to reimburse us for all service fees and charges assessed against your Funding Account in connection with NSF activity, and you remain liable to us for all funds we have advanced plus applicable service fees and charges until we are paid in full. Availability of funds in any of your other Accounts will not prevent us from rejecting a Bill Pay Payment and/or you from incurring NSF or overdraft fees if you do not have sufficient funds in the Funding Account to cover a Payment Instruction.

We shall have no obligation or liability if we do not complete a Bill Pay Payment because there are insufficient funds in the Funding Account to process your Payment Instruction or because of incomplete or inaccurate



information. You are responsible for either rescheduling the Bill Pay Payment through Business Bill Pay Service or making alternate arrangements for the Bill Pay Payment.

Exclusions and Limitations on Our Liability in Processing Bill Pay Payments. We are only responsible for exercising ordinary care in processing and sending Bill Pay Payments upon your authorization in accordance with these Service Terms. If you follow the instructions in the paragraph above titled “Canceling or Changing Bill Pay Payments” regarding how to stop a Bill Pay Payment before the Bill Pay Payment is initiated, and we do not do so, we will be liable for your direct losses or damages caused by our failure, except as otherwise limited in the Agreement and these Service Terms. However, we will not be liable in any way for damages you incur (i) if you do not have sufficient funds in the Funding Account to make the Bill Pay Payment on the Process Date, (ii) for delays in mail delivery, (iii) for changes to the Payee's address, account number or bank routing number unless you have advised us of the change sufficiently in advance, (iv) for the failure of any Payee to correctly account for or credit the Bill Pay Payment in a timely manner, (v) if you have not provided correct Bill Pay Payment Instructions, (vi) if you have been advised that the payment processing center is not working properly but you execute a Bill Pay Payment anyway, or (vii) for any other circumstances beyond our control.

We are not liable for damages other than direct damages you may incur if we do not make a Bill Pay Payment in accordance with these Service Terms, such as incidental or consequential damages.

Business Online Banking

Business Online Banking is an online direct banking service that provides a client with online ability to view or download Account balance and transactional information, initiate electronic payments (intra-Bank transfers, ACH transactions, Wire Transfers) from Accounts, manage loan accounts, and manage Check transactions in a single intuitive interface delivered through the convenience of the client's computer or mobile device. Through Business Online Banking Service your Security Administrator can directly perform administrative actions such as adding or deleting your Service Representatives or updating functional or data entitlements assigned to any Service Representative or adding or deleting a Service.

Business Online Banking Service is available to you on the Bank's website at <https://www.umb.com>. You must have appropriate hardware and software including encryption technology to access this Service, and you must use your own internet service provider. Technical specifications are provided in Business Online Banking Help section of the UMB.com website. We will notify you if we add to or change any of the features available in Business Online Banking Service.

If you access any services using Identification Codes assigned to you for Business Online Banking Service, then you will have agreed that your use of such Service module is governed by these Service Terms, the Business Online Banking terms and conditions are presented to you and your Service Representatives upon first-time access to the system, the applicable User Guides as posted on UMB.com, any Supplemental Documentation that we may provide to you, and the applicable terms and provisions of this Master Agreement.

Business Online Banking Service currently consists of the following online features through which you may access the business banking and cash management functions:

The **Accounts Home** function consists of a configurable 'dashboard' that you can customize for access to your Account balance(s) and have easy access to view further details and transactions for your Account(s).

Details and **Transactions** functions make available Account balances, both as of end-of-prior day and current available, for all Account(s), a real-time listing of all transaction that have posted and are currently pending against your Account(s), and access to view images of Checks you have written against and have cleared your Account(s). The Account(s) that can be accessed and viewed include business deposit and business loan account types.

The **Transfers** module allows you to transfer money between your Accounts. This also includes the ability to transfer an advance from a line of credit to deposit into a deposit Account. Transfers are processed upon request in real-time without additional security or approval processes. Transfers can also be schedule for one-time future or recurring transfers.



Pay Business Loan functions are available to you if you have an eligible business loan or line of credit product issued by Bank. Loan payments can be made online to have funds debited from your available Account(s) and any external bank account that has been set up by Bank for you to use. To request an external bank account be available for use in Pay Business Loan the bank account information must be provided to Bank in the Service Request document when you requested access to Business Online Banking Service. Making payments on loans also allows for the specification of a payment type at the time of payment, including principle-only and pay-to-zero options. The availability of a payment type for use can vary from loan to loan based on the lending agreement between you and Bank at the time your loan was funded.

The **Reports** function permits your Service Representative(s) to view reports of both prior-day and current-day Account transactions information. Prior-day reports include every transaction that has cleared the Account during the preceding eighteen (18) months. Current-day reports show electronic transactions such as ACH transactions, Wire Transfers of Funds, and Account-to-Account transfers.

The **Advanced Payments** function permits your Service Representative to originate ACH payments and initiate both domestic and international Wire Transfer payment Instructions in US Dollar. Payments may be originated from information stored in 'templates', from files which can be imported using reusable maps, or from information entered manually. If you were to use a NACHA formatted file, the industry standard for ACH, then the file may be imported quickly and easily without creation of an import map. The Advanced Payments Module protects your information and transactions through layered security and controls. In addition to requiring your Service Representatives to enter their password at login, the Service offers the additional control of challenging for a transaction authorization code when a payment Instruction is approved by an approver, and when the payment is approved. This transaction authorization code is a dynamic credential that is enabled and managed as part of the Secure Access Code features of Business Online Banking. Further details on how the Secure Access Code is set up and managed are described below in the Secure Access Code section of this agreement. If the transaction authorization code is to be required for payments being drafted and approved, you will also be required to establish a "Transaction Authorization Code Required Limit". If a payment is to be approved for an amount less than this established Limit, then the transaction authorization code will not be required. This Transaction Authorization Code Required Limit will be designated on the Service Request that is required for enrollment in Advanced Payments.

As described in the **Automated Clearing House (ACH) Service** section of this Agreement, UMB strongly suggests ACH payments are processed through Advanced Payments under a Dual Control security process. Refer to the "**Alternate Security Procedures for using Business Online Banking Service to initiate your ACH Entries**" section of this Agreement. When establishing Dual Control for Advanced Payments, you will be required to establish a "Dual Action Limit". ACH payments in excess of the Dual Action Limit will require an approval from a Service Representative with the entitlements to approve ACH payments from the originating account, and who are not the same Service Representative as the one who drafted the payment. If you require that all payments drafted from Advanced Payments be subject to Dual Control, then the Dual Action Limit should be set at \$0.01.

You may also limit your Service Representatives to only draft payments from existing templates that you may have established by adopting the "Drafts Restricted" feature when completing your Service Request.

Advanced Payments is a Service that must be enabled by UMB for you to use. You will be required to list on the Service Request the Account(s) to be enabled. UMB will establish your Accounts in Advanced Payments and create the Subsidiary names that you will see. When using Advanced Payments, you will choose a Subsidiary, which will correspond to the Account that is used to originate the payment. For more details on the operations of UMB's ACH and Wire Transfer systems, refer to the detailed sections of those services in this Agreement.

Access to **ACH Returns Reporting** will be enabled if you have Account(s) set up for ACH Origination. The ACH Returns Reporting function will be accessed through the Positive Pay portal. It is possible that your program will have access to the Positive Pay portal even if you are not fully onboarded for the Positive Pay service in use for fraud controls on checks.



The **Mobile Remote Deposit Capture (mRDC)** Service is available for your Service Representatives to use for the convenience of depositing checks into your Account(s) from the use of the Business Online Banking mobile app. This Service is available only if you have not opted into the full **Remote Deposit Service** that requires the use of a desktop scanner. **mRDC** is available to your Service Representatives as a default setting when their access to Business Online Banking is established. Their use will be limited to the Account(s) and limits specified in their User roles defined in the Service Request or Rights Management. Service Representatives who should not have access to the **mRDC** Service should have this feature disabled in Rights Management.

The **Stop Payments** permits your Service Representative(s) place stop payment orders on checks that have been issued off of, but not yet cleared your eligible Account(s). Any stop payments submitted are processed in real-time.

The **Statements** function allow Service Representative(s) to have access to view and download electronic copies of Account statements. The Statement Preferences function allows Service Representative(s) to edit your business' preferences for receiving paper copies of Account statements in addition to the electronic copies provided online. Access to Statement Preferences should generally only be granted to Service Representatives with decision-making authority over your business Account(s) and as outlined in the appropriate section of your Organization Resolution.

The **User Management** and **Rights Management** modules permit an individual whom you designated as your Security Administrator to modify functional and data authorizations and entitlements assigned to your Service Representative(s) to use Business Online Banking Service. User Management is more specific to the creation of the User and assigning entitlements to Services. User Management processes are not subject to dual control approval processes. Rights Management is more specific to the rights of users for transactional banking activities, such as transferring money, making payments on loans, and abilities to originate ACH payments. Such changes within Rights Management are subject to dual control approval processes that prevent a Service Representative from approving a change that he/she initiated, thus helping to protect your Account(s) from external and internal fraud. This module also supports role-based administration providing efficient administration of a large group of your similarly authorized Service Representatives.

Relation to Other Treasury Management Services.

These provisions of these Service Terms apply to your use of Business Online Banking Service are in addition to, and do not replace, the terms and conditions that apply to any Service that you access through Business Online Banking Service. For example, if you were to use Business Online Banking Service to access our Wire Transfer of Funds Service, or our ACH Service, or other Services, then the terms and conditions governing those other Services, and the Service Requests and Supplemental Documentation that apply to those Services, supplement these Business Online Banking Service provisions and any Business Online Banking Supplemental Documentation.

Best Practices. We are committed to the highest standard of security for our clients' use of the Bank's systems. Our security controls include security tokens, multi-factor authentication, rigorous and thorough dual controls for business and operations processes, and layers of security software and hardware. While we are dedicated to the highest standard of security for our systems, you as the end-user play an important role in protecting yourself when you use the internet. To that end, we recommend that you adopt and engage in the following security best practices.

Things That You Should Do.

Protect Your Password. Your password is of utmost importance to your security and a primary gateway to our systems and your Account(s). Use a unique password consisting of a combination of numbers, letters (both upper and lower case), punctuations, and special characters. You should change your password regularly and use a different password for each of your Accounts. Never share your password with others, and never reply to 'phishing' e-mails with your password or other sensitive information.

Secure Access Codes. Use of Secure Access Codes is intended to add an additional layer of security for when you access and make payments from Business Online Banking. "**Secure Access Codes**" are one-time six-digit codes that are generated and sent to your Service Representative(s) through a method of their

designation. Methods include SMS text to a mobile device, email, and voice call to a phone number. During onboarding to Business Online Banking Service, your Service Representatives will be setup to receive Secure Access Codes at contact methods specified on the Service Request. Service Representatives will then have access to update their own Secure Access Code methods and should keep their Secure Access Code methods up to date with any changes to their contact email address or phone numbers.

Boost Your Computer Security. Install anti-virus, anti-spyware, and other internet security software on your computer(s). Use such security software and keep it current. Take time to look at your program files and make sure there are no unknown programs running on your computer system. If you have a wireless network, take all necessary steps to make it secure such as not broadcasting your network name, requiring a password to connect, and changing the default password on your wireless router.

Log-out Completely. Closing or minimizing your browser or typing in a new web address when you have concluded your online access to your Account may not prevent others from gaining access to your Account information. Instead, click on the “log out” button to terminate your online session. In addition, do not permit your browser to “remember” your user name and password information.

Use Your Own Computer. It is recommended that you access your Account only from your computer. Unfamiliar computers could contain viruses or ‘spyware’. **Before you use any other computer**, make sure that you will be able to delete all of the browsing data stored by your web browser after you have completed your online session.

Things to Remember.

Watch for Suspicious Activity in any Account. Report any suspicious activity in any Account to the appropriate individuals. Follow your instincts: if it doesn’t feel or look right, then it probably isn’t.

Laptop and Desktop Computers are not the Only Devices Receiving “phishing” E-mails. Cyber criminals use mobile and “smart” telephones, social media websites, and other digital and electronic devices to send “phishing” electronic mail communications containing malicious software designed to steal your sensitive information. If you respond to suspicious phone messages or personal messages to your social media account, then you could compromise your security.

E-mail Requests for Personal or Confidential Information. These are usually “phishing” e-mails that try to persuade you to expose and deliver your personal information and to take some immediate action. Legitimate businesses will not ask you to provide or verify your sensitive information through a non-secure means, such as an e-mail. If you have reason to believe that Bank may need personal information from you, first telephone your banker or Bank Customer Service to confirm the reason.

Understand “Social Engineering”. A “social engineer” is an individual who poses as someone else in an effort to obtain confidential information, such as an account number, Social Security or Employer Identification Number, password, computer credential, or access to your Account. Always know with whom you are speaking on the telephone or transacting business on the internet.

Understand the Dangers of E-mail Attachments. Attachments are an easy method for a hacker to install a virus or “malware” on your computer or system. Often an attachment is included in an unsolicited e-mail. You should always know what an attachment is before opening it. Likewise for an embedded “link” in an e-mail which link you are requested or instructed by the sender to “click on”. Clicking on a link and entering confidential information could result in your personal information being compromised or stolen.

Understand What You Install. When you install a program or download a file to your computer from an unknown source you risk loading malicious software programs onto your computer or Mobile Device. Fraudsters often hide these programs within seemingly benign applications. Consider things carefully before you click on any “pop-up” advertisement or download a “free” game or application.

Be Mindful of Working with an Open Wireless Connection. Wireless networks may not provide as much security as wired internet connections. Wireless networks in public areas such as restaurants, airports, and hotels) may reduce security so that it is easier to access and use these wireless networks. We recommend that you do ***not*** attempt to access our systems and your Account through an open wireless connection.

Cash Vault Services

UMB's Cash Vault Services allows you to make check and cash deposits to your Accounts without leaving your office location. In addition, you can also receive check, cash, or coin delivered directly to your office location.

To use Cash Vault Services you must designate the Account that should be debited for your cash purchases and provide such other information we need to set up your Service and have arranged for transporting cash. UMB will issue Identification Codes to you that must be used to place currency orders, and you may suspend or terminate the Identification Codes at any time. You will specify to us which of our cash vaults you will use. We will have a reasonable period of time to act on any such change that you request. We may, at our discretion, reduce cash orders for control purposes, and we may refuse deposits, defer or reverse credits, and/or return deposits in accordance with these Service Terms.

Items that May Be Deposited. We accept for deposit at our vaults only genuine U.S. coins and currency. We may also accept your Check deposits at our vault provided that you comply with the Check deposit preparation requirements stated in our Cash Vault Service Description. We have no obligation to accept foreign or mutilated coins or currency. If we detect any counterfeit or unlawfully altered coins or currency in your deposit, we may forward them to the U.S. Secret Service and charge your Account accordingly.

Preparation of Deposits. All deposits must be prepared in accordance with our Cash Vault Service Description. We may refuse to accept, or we may assess special Service Fees for handling, any non-conforming deposit. We also may refuse your deposit if the integrity of a deposit bag appears to have been compromised, or if the seal of a deposit bag does not effectively deter access to the contents of the bag.

Crediting Your Account. If your deposit has been accepted by us, we may provisionally credit your Account in the amount designated on the deposit slip that you provide with your deposit. Any provisional credit to your Account will be subject to adjustment for any difference, counterfeit currency, or other irregularity detected during our verification of your deposit. We will verify the deposit by opening the deposit bags and counting the coins, currency, and Checks contained in the deposit bag. Verification of your deposit will not be made until after your deposit has been accepted. The amount of any credit to your Account will not be final until we have completed verification of your deposit, and we may adjust the amount of your deposit as provisionally credited based on our verification. Until we have verified the contents of the deposit bag and entered a final credit to your Account, our relationship with you with respect to the contents of the deposit bag will be that of bailor and bailee. We will not be responsible for any property included in a deposit bag other than coins, currency, and Checks or other draft Items.

Issuance of Receipt. If you request a receipt at the time of delivery of your deposit to us, the armored carrier delivering your deposit will provide a receipt indicating an amount equal to the amount you stated on your deposit slip included with your deposit. However, the amount on any such deposit receipt will be subject to verification and adjustment by us as described in these Service Terms.

Cash Orders. We will fill your orders for coins and currency *only* with U.S. coins and currency.

Procedures for Cash Orders. You must place an order for cash in accordance with the order schedule prescribed in our Cash Vault Service Description. You will be responsible for placing your order correctly.

Payment Order. We will debit your Account for cash ordered by you according to our records on the same Banking Day when your order shall have been shipped.

Verification of Shipment. You will be responsible for verifying each cash shipment that you receive from us in accordance with our Cash Vault Service Description. We will not honor a claim you make with respect to a shipment of coins or currency unless it is made in accordance with the terms of our Cash Vault Service Description including, but not limited to: (a) you must notify us by telephone within twenty-four (24) hours of your receipt of the cash shipment of any discrepancy between the amount of your order and the amount of the shipment, and you must deliver your written claim for such discrepancy to us within five (5) Banking Days after the shipment was delivered to you; (b) your claim has been verified in a manner



acceptable to us; and (c) you must have not concealed or misrepresented any material fact or circumstance concerning the shipment. If you discover a discrepancy in a shipment prior to opening the shipment bag, you must return the shipment bag to us immediately without opening the bag. If you discover a discrepancy only after the shipment bag has been opened, you must report the discrepancy to us as prescribed in the paragraph on Discrepancies and Notices of Dispute below. You must retain until further instruction from us any bag, seal, tag, or strap of any shipment of a questionable nature or in which a difference was found. We will have a reasonable amount of time in which to investigate any discrepancy that you report to us, and we will promptly communicate our findings to you.

Transporting Cash. You must use an armored courier company to deliver cash to, or receive cash from, us using this Service (unless we excuse this requirement in our sole discretion). You must contract directly with the courier for cash transportation service and notify us immediately in writing of any change in the armored courier. We must approve any armored courier that you select. Your armored courier acts as your agent and must comply with our Cash Vault Service Description and maintain adequate insurance to cover its potential liabilities in connection with your use of this Service.

If under special circumstances we were to not require that you use an armored courier but permit you to receive cash in person at our vault, then: (i) our responsibility for fulfillment of your cash order will be complete when we have followed our standard procedures for identification of your authorized Service Representative at our vault, and have delivered the requested cash to an individual whom we reasonably believe to be your authorized Service Representative; (ii) you will be solely responsible for the safety and security of your Service Representative and the cash so delivered, and (iii) you hold us harmless and will reimburse us for any loss, damage, or expense that we may incur, including any loss of property and personal injury or death to third parties, in connection with our delivering your cash order to an individual rather than through your use of an armored courier company approved by us.

We may refuse, at any time and with or without cause, to permit any Service Representative or courier to enter our premises. If we refuse entry to a Service Representative or courier, we will use reasonable efforts to promptly so notify you.

Discrepancies and Notices of Dispute. If a discrepancy were to occur between the amount of a deposit as reflected in our official count after your deposit has been verified by us and the amount shown on any deposit slip you prepared or any receipt we provided to you at the time of your deposit, then a supervisor or similar Bank representative will verify our official count. Our determination and records as to the receipt of any deposit bag and the contents thereof will be conclusive and binding on you, and we may adjust any provisional credit made to your Account to be consistent with our official count. We will notify you of any adjustment made because of a discrepancy. You must notify us by telephone within twenty-four (24) hours of your receipt of the cash shipment of any discrepancy between the amount of your order and the amount of the shipment, or of any dispute as to any adjustment that we made to your deposit, and you must deliver your written claim for such discrepancy to us within five (5) Banking Days after the shipment was delivered to you.

Cooperation in Investigations. You will cooperate fully, and must cause your Service Representatives, employees, agents, officers, contractors, and subcontractors to cooperate fully, with us in any investigation of any loss, discrepancy, or dispute relating to the performance and delivery of this Service. If you fail to comply with this obligation of cooperation, that failure will constitute your release of the Bank from any liabilities, claims, or expenses incurred by anyone in connection with any loss, discrepancy, or dispute relating to our performance and delivery of UMB Cash Vault Services.

Risk of Loss. You will bear the risk of loss for your deposit of coins and currency until we accept your deposit at our vault. For any cash shipment to you, you will bear the risk of loss of such shipment upon your armored courier or your Service Representative taking possession of the shipment at our shipment dock.

Positive Pay Service

Positive Pay Service can assist in minimizing loss from fraudulent Check issuance and payment. However, your use of Positive Pay Service does not reduce your obligations to discover and report fraudulent or errant transactions, including unauthorized or missing signatures and endorsements or alterations on Checks drawn



on your Accounts (as described in the Deposit Account Agreement and this Agreement). Our Positive Pay Service is more completely described in the Account Reconciliation Service Description.

Format Specifications. You must comply at all times with format and data standards that we establish from time to time for the Positive Pay Service. We may change any such standards, in our discretion, with prior notice to you. You are solely responsible for the accuracy and completeness of all information you provide to us. You also must comply at all times with the Check specifications standards we establish from time to time and, if we so request, change your check stock quality and/or format. You must provide us with sample checks for testing whenever you will use new check stock. We shall not be responsible for correcting or resolving Check processing errors caused by substandard quality magnetic encoding or Item imaging by the bank of first deposit.

Your Responsibilities. You may choose to use the Positive Pay Service with some Accounts and not with other Accounts. On each day that a Check is written against an Account using Positive Pay Service, if utilizing our Standard Positive Pay or Payee Positive Pay service you must deliver to us all Check information that we require in an electronic file in accordance with our procedures and prior to the deadline of 2:00 pm Central Time on a given business day. UMB retains the right to adjust the daily deadline that we establish from time to time. Such information must include, without limitation, the Account number, the Check number, its issue date, and the face Dollar amount of the Check. Positive Pay Services default to "Return All" as your action for your "non-decisioned" Check Exception Items. However you may select "Pay All" as your action although you will be liable for any loss your Account incurs if no decision were made to Check Exception Items by the Bank's cut-off time then in effect.

Our Responsibilities. For Standard and Payee Positive Pay services, we will create a 'Master Issue File' from the Account and Check information that you provide to us for each Account that you have specified to be included in your Positive Pay Service. Information that you provide to us about your outstanding Checks on your issued Checks file we generally will make available on the Master Issue File on the same Banking Day if received before 9pm CT. If you need to manually add a Check to the Master Issue File, you must follow the procedures that we make available within the Business Online Banking Positive Pay service. Although we will make reasonable efforts to assist you to manually add a Check, we may be unable to process such request for you on a same day basis.

UMB Bank offers the following three (3) Positive Pay Services.

1. Standard Positive Pay Service. *Standard Positive Pay Service* makes your unmatched Exception Items available to you each Banking Day on Business Online Banking. Each Check received for payment that does not match the Check number and Dollar amount of any Check listed in the Master Issue File for that Account will be an Exception Item. We will correct encoding errors on the electronic check presentment file received from the Federal Reserve Bank before the Checks are posted against your Account and before your unmatched Exception Items are sent to Business Online Banking.

We will use Commercially Reasonable efforts to compare Checks presented for encashment at any of our branches to the Master Issue File. If we refuse to cash any Exception Item, our refusal will not be deemed a wrongful dishonor. In the event we dishonor a Check, then we will refer its presenter to you. You acknowledge that Check information that you provide to us each Banking Day will not be available in the Master Issue File at Bank branches until at least thirty (30) minutes following your successfully uploading and confirming the Master Issue File.

2. Payee Positive Pay Service. *Payee Positive Pay Service* compares the information from your Master Issue File to the scanned payee information on your Checks. Any Check presented for which the scanned payee information does not match the Master Issue File, including the Check number and Dollar amount, will be identified as an Exception Item. Although we exercise reasonable care in providing *Payee Positive Pay Service*, if in our review of payee information on your presented Checks against payee information in your Master Issue File we were to fail to report a Check as an Exception Item to you based on a payee mismatch does **not** constitute a representation or warranty by us that the payee information on the Check presented to us matches the information contained in your Master Issue File or that the payee information on the Check has not been altered. Your Master Issue File must include information in the required format specified in our Positive Pay Setup



Guide. Before *Payee Positive Pay Service* can be activated your check stock and your file transmissions must be tested by us to confirm our equipment can read the payee information and successfully compare that information to your Master Issue File. *Payee Positive Pay Service* does not apply to Checks that you issued before your *Payee Positive Pay Service* has been activated by us on your Account.

We will use Commercially Reasonable efforts to compare Checks presented for encashment with information in the Master Issue File. If we refuse to cash any Exception Item, our refusal will not be deemed a wrongful dishonor. In the event we dishonor a Check, then we will refer its presenter to you. You acknowledge that Check information that you provide to us each Banking Day will not be available in the Master Issue File at our branches until at least thirty (30) minutes following our successfully uploading and confirming the Master Issue File.

3. Reverse Positive Pay Service. *Reverse Positive Pay Service* makes images of the Checks that were presented to us for payment before the deadline (that we establish from time to time) available to you on Business Online Banking on the same Banking Day on which the Checks were presented to us for payment. Using the Business Online Banking Positive Pay module, you must review the presented Checks and compare them with your Check issuance records and, in accordance with our procedures, decide whether to dishonor any presented Check. We will be authorized to act accordingly to pay any Check presented to us for payment unless you otherwise instruct us prior to the established deadline. We will make Commercially Reasonable efforts to honor your Instruction. We will have no responsibility for any liability, loss, or damage resulting from our (i) payment in accordance with this section of any Check that is altered or unsigned or which bears a forged or unauthorized signature, or (ii) return of any Check in accordance with this section.

Positive Pay Procedures. For each *Positive Pay Service*, all Checks presented to us for payment that match by number and Dollar amount to the Master Issue File for that Account will be paid (excluding your stop payment orders and your requests to void Check issue records). All Checks presented to us for payment that do not match by number and Dollar amount to the Master Issue File for that Account will be deemed to use the default election to 'pay' or 'return' if no other Instruction were delivered to us for any Exception Items that we make available to you before the established deadline (excluding your stop payment orders and your requests to void Check issue records). For our *Payee Positive Pay Service* that has been activated on your Account, all Checks that match by number and Dollar amount in the Master Issue File for that Account and that do not generate an Exception Item will be deemed properly payable, and we will be authorized to follow your 'pay' or 'return' default election. For all *Positive Pay Services*, you must instruct us to return any Exception Item no later than the deadline that we establish. We will make Exception Items available for you to view and make 'pay' or 'no pay' decisions *directly on Business Online Banking*. You must be a Business Online Banking client with the appropriate entitlements in order to view and make 'pay' or 'no pay' decisions directly on, Exception Items.

Issue file updates and exception processing are functions that can be entitled to your authorized Service Representatives. Any action taken by Service Representatives with these entitlements will be processed immediately, as the Positive Pay Service does not support dual approval processing.

We will follow your default election to 'pay' or 'no pay' any Exception Item unless you have provided us with a timely Instruction to post or return the Item. We shall have no responsibility for any liability, loss, or damage that may result from: (i) our paying any Check that matches the Master Issue File or paying any Exception Item pursuant to your Instruction; or (ii) our paying an Exception Item - **unless** you have timely instructed us to **not** pay the Exception Item; or (iii) at your Instruction, our not paying a Check even though it matches the Master Issue File. Even if we do not report a discrepancy to you, you continue to have all of your obligations described in the Deposit Account Agreement with respect to each Check, and we will have no obligation to return any Check if it is otherwise properly payable.

We will delete Check issuance and payment records from the Master Issue File one (1) year after the date that such records were included in the Master Issue File.

QuickBooks Support Service

QuickBooks is a business finance and account software package that is developed by Intuit. It has optional capabilities that you change choose to use for synchronizing your Account data, Account balances, and Account



transaction history. This synchronization is supported through UMB's use of OFX, a data-stream format that allows for secure exchange of financial data between UMB and Intuit. This synchronization can also be used to support additional functionality such as transferring money between your Accounts and use of the Business Bill Pay Service.

Enabling the service. To enable the OFX support for synchronization of data into QuickBooks, you must have purchased, licensed, and installed a supported version of QuickBooks Desktop software from Intuit. You must enable the Direct Connect option within QuickBooks and notify Bank of your request to have the OFX support enabled. Once Bank is notified and has fulfilled your request, you will receive a unique Business Online Banking user ID and password for use within QuickBooks. This user may be known as '*QuickBooks User*' and will be given to you for the sole purpose of establishing the Direct Connect service in QuickBooks.

Your Account may be billed a monthly fee for the QuickBooks Support Service. Bank retains the right to periodically change the amount of the monthly fee from time to time. For more details on the fee for your Account and your use of the QuickBooks Support Service, please review your Business Schedule of Service Fees and Charges.

Using the service. When using the Direct Connect servicing within QuickBooks, your financial data will synchronize your Account balance and transaction data. If you use the QuickBooks Support Service to transfer money between your Accounts, you must submit transfers prior to the cutoff time for the Business Online Banking Service. If you use the QuickBooks Support Service to process bill payments through the Business Bill Pay Service, Bill Pay Payments must be entered by 1 pm Central time on a given day to process that day.

Your Responsibilities. Once you have established the QuickBooks Support Service, you are responsible for all activity that you and your users of QuickBooks perform. Bank will only see financial activity having originated through your use of QuickBooks as coming from the '*QuickBooks user*' and will not have access of visibility into which user of your QuickBooks software submitted or approved any activity. UMB strongly recommends that you not share your users' credentials for the QuickBooks software, and that separate users are each given their own unique QuickBooks user IDs.

If your business requires that any financial activity such as bill payments or transfers require Security Procedures for additional users to review and verify the financial activity, all such procedures must be established and managed within the QuickBooks software. Any Account transfer or bill payment received by Bank from your use of the QuickBooks Support Service will be honored as having come from an authorized representative. Bank is not responsible for any misuse of the QuickBooks software by your users.

Termination the service. If you discontinue the use of QuickBooks or wish to terminate the use of QuickBooks Support Service for the purposes of synchronizing your Account data with QuickBooks, you must notify Bank so that we can process your request. You must submit your request to Bank at least three (3) business days prior to your desired termination date. Bank will disable the QuickBooks Support Service and this will terminate the monthly billing for your use of the QuickBooks Support Service effective the next complete account statement cycle after the termination. Failure to notify Bank of your termination of the QuickBooks Support Service could result in continued monthly fees. Bank is not responsible for refunding any fees charged to your account if you discontinued the use of QuickBooks but failed to notify Bank.

Remote Deposit and Mobile Deposit Services

Remote Deposit Service. The **Remote Deposit Service** provides you with the ability to make check deposits from the convenience of your office location. This electronic banking service enhances the processing of checks for deposit to your Accounts by utilizing a convenient remote capture system. Using either a desktop scanner or a UMB app on a Mobile Device, a check's image and transaction data are collected digitally and transmitted to UMB. Checks are converted to an electronic image to be deposited and credited to your designated Account(s).

In order to obtain our Remote Deposit Service, you also must purchase the required Scanning System and designate their locations in order to implement and operate the Service with us. We will process on your behalf



for deposit into your Designated Accounts an electronic image of a paper Check that you create using a Scanning System of any Check that you receive, if the image of the Check that you create were to qualify as a Substitute Check.

You will be responsible for electronically imaging and transmitting to us a fully legible clear image of each original paper Check sufficient to reproduce it as a Substitute Check or image replacement document. You must use a Scanning System that shall be acceptable to us in our sole discretion. We will forward the electronic image of each such original Check on your behalf to the appropriate Federal Reserve Bank or other entity for collection. In certain circumstances, we may print a paper Substitute Check or image replacement document from the image of the original Check that you have transmitted to us and process that document for collection. Our obligations under Remote Deposit Service relate exclusively to processing images of original paper Checks transmitted to us for collection in our ordinary course of performing banking services.

Scanning System. In order to engage our Remote Deposit Service, you must use a Scanning System that will properly interface with our Remote Deposit Service application and check processing equipment and systems. You must obtain your Scanning System from an independent third-party vendor. We have identified third-party vendors that can supply Scanning Systems that meet our requirements. You must consult with us if you wish to use a different third-party vendor, and then provide us the opportunity to confirm that such other vendor's Scanning System will meet our requirements. We retain the right to disapprove any Scanning System if it does not provide us with a sufficiently high-quality image to qualify as a Substitute Check, or if the Scanning System does not interface properly with our Remote Deposit Service application. Your computer system must have up-to-date anti-virus programs and other software designed to protect your computing environment from viruses or other malicious attacks. The minimum software requirements to properly engage our Remote Deposit Service are specified in our Remote Deposit Service Description and Remote Deposit Service User Guide.

Prior to your engaging Remote Deposit Service, you also must ensure that the Scanning System otherwise meets your requirements. You must properly maintain the Scanning System and your other hardware, software, and communication facilities in order that the Scanning System shall perform properly. You are solely responsible for your contingency planning, data storage, and back-up procedures.

We make no representation or warranty concerning the completeness, accuracy, operation, or performance of the Scanning System, or any communication facilities that you will use to engage this Service. We shall have no liability with respect to any deficiency in, or malfunction of, any Scanning System equipment, or communications facilities, or other services provided by third-party vendors or service providers that you use to facilitate this Service. Your sole recourse will be as provided in the agreements, including warranties, if any, provided to you by the vendors of such equipment, software, or facilities. **WE MAKE NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING THE SCANNING SYSTEM OR COMMUNICATION FACILITIES OR THE SERVICE, AND WE SPECIFICALLY DISCLAIM ALL WARRANTIES IN RESPECT THEREOF INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT BY THE SCANNING SYSTEM OF INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. *You and we shall rely exclusively on warranties provided by the third-party vendors with respect to the operation and performance of your Scanning System and its respective applications, and any communications and interface equipment.***

Requirements of this Service. As required by certain banking regulations, we retain the right to establish qualifications that our clients must meet and limitations that clients must observe in order to engage our **Remote Deposit Service**. These include a maximum daily remote deposit limit, the amount of which we set in our sole discretion. We will make a good faith effort to notify you in advance if we change your daily remote deposit limit; however, if you are in default under these Service Terms, then no advance notice to you will be required of us. We may refuse to accept deposits from you through our **Remote Deposit Service** if you attempt to use this Service to deposit an amount in excess of your daily remote deposit limit on any Banking Day. We also have the right to refuse to provide the Service to you if you do not meet our qualifications and observe our limitations for this Service.

Cut-off Times; Image Archiving. We establish various cut-off times by which your Check images must be received in the Service in order to be processed as a deposit by us on that Banking Day. The cut-off times are specified in the Operating Procedures in the Remote Deposit Service Description and Remote Deposit Service



User Guide. Images of Checks that you transmit to us using this Service will remain accessible through this Service for a period of twenty-four (24) months from the date that you transmit the image to us. However, images of original Checks that have been submitted to us through this Service more than twenty-four (24) months prior may otherwise be available on our system until the expiration of our normal records retention period and may be provided to you upon your request. The Service shall provide you with standard on-line reports to help you manage your Checks and client payments. Available reports are described in the Remote Deposit Service Description and Remote Deposit Service User Guide. Although our Remote Deposit Service is generally intended to be available for receipt of Check images twenty-four (24) hours a day, seven (7) days a week, the Remote Deposit Service may not be available at certain times due to system maintenance or if an event beyond our control shall cause a Remote Deposit Service interruption. We will attempt to minimize the effects of any such disruption in the Remote Deposit Service to you.

Technical Support. In connection with our providing Remote Deposit Service, we will maintain a toll-free telephone number that you can call to receive initial assistance in diagnosing problems that may occur in the performance of the Scanning System or the transmission of electronic images of Checks to us. Any problem that cannot be diagnosed and resolved by us working with your technical support personnel within a reasonable period of time will be referred by us to the third-party vendor for resolution. You acknowledge that service interruptions in the banking, telecommunications, and computer industries may be caused by circumstances beyond the provider's control and may be difficult to assess. If your Scanning System shall fail to operate, then you must contact the third-party vendor that supplied your Scanning System to you or your communications services provider for assistance.

Your Responsibilities; Security Obligations. We will provide you with user Identification Codes that will permit each Servicer Representative that you identify to access the Remote Deposit Service and to transmit Check images to us and access available reports. You are responsible for distributing your user Identification Codes to your properly authorized Service Representatives and for all actions taken using any of your user Identification Codes. You must establish and implement internal procedures to safeguard all user Identification Codes and means of access to the Service, and immediately report to us any possible theft, loss, or misuse of your user Identification Codes. You are responsible for activity of any kind, including fraudulent activity or corruption of your system, generated through use of your assigned user Identification Codes that occurs before you shall have notified us of a possible security breach and for which we shall have had a reasonable amount of time to disable the affected user Identification Code.

The Check 21 Act. You must comply with Applicable Law in connection with your use of Remote Deposit Service including, without limitation, all rules and operating guidelines of the Electronic Check Clearing House Organization, the Check 21 Act, and Subpart D of Federal Reserve Board Regulation CC.

Your Warranties. When you submit an electronic image to us for processing using the Scanning System, you will be the warrantor of all warranties under the Check 21 Act including, without limitation, that:

(i) all information and data submitted to us showing the front and back of the original paper Check accurately represents the information on the front and back of the original paper Check as of the time the original Check was received by you, and none of that information was altered or modified, except for the addition of any endorsement on your behalf that will be necessary to properly collect the original Check;

(ii) you will permanently remove the original Check from the forward collection process, and will destroy all original Checks that correspond to images that have been forwarded to us for processing through the Service after waiting a Commercially Reasonable period of time for the Check image to have been successfully received by us and processed; and

(iii) after an electronic image of an original Check shall have been successfully transmitted to us, you will **not** submit the original or another image of the Check to us for processing (however, this will not prevent you or us from resubmitting an original Check or electronic image of the original Check to us for collection in the event that the Item was returned to us uncollected).

These express representations and warranties are in addition to representations and warranties that you make under the UCC and the Deposit Account Agreement with respect to any Item you submit to us for deposit and collection. If a claim were made against us by a third party including, but not limited to, the maker, any endorser,



or any other collecting bank and that shall involve your breach of your representations and warranties, you shall defend, indemnify, and hold us and any such third party harmless against such claim including, without limitation, attorneys' fees and expenses incurred in connection therewith.

Operating Procedures. You must follow the Operating Procedures in the Remote Deposit Service Description and Remote Deposit Service User Guide that we will provide to you from time to time in connection with this Service including, without limitation, input formats, delivery deadlines, and confirmation requirements. The Operating Procedures establish daily cut-off times that apply to the transmission to and receipt by us of electronic images of Checks for processing through the Service, which cut-off times may be later than the cut-off times that apply to our receipt of Checks at our branch offices or other banking facilities. An electronic image of a Check that we receive through this Service after the applicable cut-off time may be processed on the next Banking Day, which will affect the Item's Settlement Date and availability of funds. All electronic images of Checks that we receive for deposit to your Account through this Service will be credited by us provisionally to your Account and will be subject to final collection. Any returned or rejected Items (including original Checks, electronic images, image replacement documents, or Substitute Checks) may be charged as returns to your Accounts. Our funds availability policy disclosure in the Deposit Account Agreement states our policies relating to the funds availability of deposited Items.

Intellectual Property. You acknowledge and confirm that your access to the systems that we use to provide Remote Deposit Service will give you access to Intellectual Property of UMB or an Affiliate and/or its third-party vendors and suppliers. By using this Service you shall not acquire any title to or property right in any Intellectual Property, or the Service, systems or software that we or our Affiliates or our third-party vendors use to provide the Service. You shall not interfere with, infringe upon, misappropriate, or claim any rights in connection with any Intellectual Property.

Termination of Service. You may cancel this Service upon your thirty (30) days prior written notice to us. We may terminate the Service at any time (a) upon prior written notice to you, or (b) without prior notice to you if: (i) you were to breach any of these Service Terms; (ii) any representation or warranty that you make with respect to any electronic image submitted to us for processing were false; or (iii) you were to breach any of the provisions of this Agreement or of the Deposit Account Agreement.

Mobile Device. In order to engage Mobile Deposit Service, you must use a Mobile Device that will properly interface with our Service application and check processing equipment and systems. You must obtain your Mobile Device from an independent third-party vendor. We have identified the makers of those Mobile Devices that meet our requirements. You must consult with us if you wish to use a maker's Mobile Device, and then provide us the opportunity to confirm that such maker's Mobile Device will meet our requirements. We retain the right to disapprove any Mobile Device if it does not provide us with a sufficiently high-quality image to qualify as a Substitute Check, or if the Mobile Device does not interface properly with our Mobile Deposit Service application. Your Mobile Device's wireless telephonic services provider must have up-to-date programs and software to protect your wireless data transmissions. The minimum requirements to properly engage this Service are specified in the UMB Mobile Deposit Service User Guide.

We make no representation or warranty concerning the completeness, accuracy, operation, or performance of your Mobile Device or the wireless provider that you will use to engage this Service. We shall have no liability with respect to any deficiency in, or malfunction of, the Mobile Device, or communications facilities or other services provided by third-party vendors or service providers that you use to facilitate this Service. Your sole recourse will be as provided in the agreements, including warranties, if any, provided to you by the vendors of such equipment or facilities. **WE MAKE NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING THE MOBILE DEVICE, OR COMMUNICATION FACILITIES, OR THE SERVICE, AND WE SPECIFICALLY DISCLAIM ALL WARRANTIES IN RESPECT THEREOF INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT BY THE MOBILE DEVICE OF INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. *You and we shall rely exclusively on warranties provided by the third-party vendors with respect to the operation and performance of your Mobile Device and its respective applications, and any communications, wireless access and interface equipment.***



Requirements of Mobile Deposit Service. As required by certain banking regulations and by us, we retain the right to establish qualifications that our clients must meet and limitations that clients must observe in order to engage this Service. These qualifications include a maximum daily Mobile Deposit limit, the amount of which we set in our sole discretion. We will make a good faith effort to notify you in advance if we change your daily Mobile Deposit limit; however, if you are in default under this Agreement or the Deposit Account Agreement, then no advance notice to you will be required. We may refuse to accept further deposits from you through this Service if you attempt to use it to deposit an amount in excess of your daily Mobile Deposit limit on any Banking Day. We also have the right to refuse to provide Mobile Deposit Service to you if you do not meet our qualifications and observe our limitations for this Service.

Cut-off Times; Image Archiving. We establish various cut-off times by which your Check images must be received in the Service in order to be processed as a deposit by us on that Banking Day. The cut-off times are specified in the **UMB Mobile Deposit Service User Guide**. An electronic image of a Check that we receive through the Service after the applicable cut-off time may be processed on the next Banking Day, which will affect the Check's Settlement Date and availability of funds. Images of Checks that you transmit to us using this Service will remain accessible through this Service for a period fourteen (14) calendar days from the date that you transmit the electronic image to us. However, copies of Checks that have been submitted to us through this Service more than fourteen (14) calendar days prior may otherwise be available on our system until the expiration of our normal records retention period and may be provided to you upon your request. Although the Service is generally intended to be available for receipt of Check images twenty-four (24) hours per day, seven (7) days per week, the Service may not be available at certain times due to system maintenance or if an event beyond our control shall cause a Service interruption. We will attempt to minimize the effects of any such disruption in this Service.

Technical Support. In connection with our providing Mobile Deposit Service, we will maintain a toll-free telephone number that you can call to receive initial assistance in diagnosing problems that may occur in operating the Service or the transmission of electronic images to us. Any problem that cannot be diagnosed and resolved by us working with you within a reasonable period of time will be referred by us to our third-party vendor for resolution. You acknowledge that service interruptions in the banking, telecommunications, and computer industries may be caused by circumstances beyond our or the provider's control and may be difficult to assess. If your Mobile Device shall fail to operate, you must contact the third-party vendor that supplied your Mobile Device, or your communications services provider for assistance.

Your Responsibilities; Security Obligations. We will provide you with Identification Codes that will permit you to identify on your Service Request Service Representatives to access this Service, transmit Check images to us, and access available Check deposit history. You are responsible for distributing the Identification Codes to you, and for all actions taken using any of your Identification Codes. You must establish and implement internal procedures to safeguard all Identification Codes and means of access to the Service, and immediately report to us any possible theft, loss, or misuse of your Identification Codes. You are responsible for activity of any kind, including fraudulent activity or corruption of your system, generated through use of your assigned Identification Codes that occurs before you shall notify us of a possible security breach and we shall have had a reasonable amount of time to disable the affected Identification Code.

The Check 21 Act. You must comply with Applicable Law in connection with your use of our Mobile Deposit Service including, without limitation, all rules and operating guidelines of the Electronic Check Clearing House Organization, the Check 21 Act, and Subpart D of Federal Reserve Board Regulation CC.

Your Special Indorsement of Each Check.

In order for you to deposit any Check to your Account using our **Mobile Deposit Service**, you **must include the following text** with your indorsement of the original Check on the back of the original Check:

“For Mobile Deposit Only at UMB Bank, N. A.”

This special indorsement of any original Check the electronic image of which you transmit to the Bank for deposit and credit to your Account through this Service must be written or stamped on the back of the original Check at the space designated for indorsement of the original Check. If you fail to include this special indorsement on any original Check the electronic image of which you transmit to the Bank



for deposit and credit to your Account, then you may be responsible for any losses incurred by the Bank in connection with that original Check or the electronic image of that original Check that was transmitted to the Bank (for example, if the original Check whose electronic image you deposited using our Mobile Deposit Service were subsequently presented to the Bank for payment).

Your Warranties. When you submit an electronic image to us for processing using your Mobile Device, you will be the warrantor of all warranties under the Check 21 Act including, without limitation, that:

(i) all information and data submitted to us showing the front and back of the Check accurately represents the information on the front and back of the original Check as of the time the original Check was received by you, and none of that information was altered or modified, except for the addition of any endorsement on your behalf that shall be necessary to properly collect the Check;

(ii) you will permanently remove the original Check from the forward collection process, and will destroy all original Checks that correspond to images transmitted to us for processing through the Service after waiting a Commercially Reasonable period of time for the Check image to have been successfully received by us and processed; and

(iii) after an electronic image of an original Check shall have been successfully transmitted to us, you will **not** submit the original or another image of the Check to us for processing (however, this will not prevent you or us from resubmitting a Check or electronic image for collection in the event the Check was returned to us as uncollected).

These express representations and warranties are in addition to representations and warranties that you make under the UCC and the Deposit Account Agreement with respect to any Check that you submit to us for deposit and collection. If a claim were made against us by a third party including, but not limited to, the maker, any endorser, or any other collecting bank and that shall involve your breach of your representations and warranties, you shall defend, indemnify, and hold us and any such third party harmless against such claim including, without limitation, attorneys' reasonable fees and other costs incurred in connection therewith.

Operating Procedures. You must follow the Operating Procedures in the UMB Mobile Deposit Service User Guide that we shall provide to you from time to time in connection with this Service including, without limitation, input formats, delivery deadlines, and confirmation requirements. The procedures establish daily cut-off times that apply to the transmission to and receipt by us of electronic images for processing through the Service, which cut-off times may be later than the cut-off times that apply to our receipt of checks at our branch offices or other banking facilities. An electronic image that we receive through the Service after the applicable cut-off time may be processed on the next Banking Day, which will affect the Item's Settlement Date and availability of funds. All electronic images that we receive for deposit through the Service will be credited by us provisionally and will be subject to final collection. Any returned or rejected Items (including original Checks, electronic images, image replacement documents, or Substitute Checks) may be charged as returns to your Accounts. Our funds availability policy disclosure in the Deposit Account Agreement states our policies relating to the funds availability of deposited Items. We may modify our Mobile Deposit Service User Guide from time to time, and we shall provide not less than thirty (30) days prior written notice thereof or updated information on such modification at the website that we use to provide this Service. If you continue to use this Service thereafter, you shall have agreed to the changed UMB Mobile Deposit Service User Guide.

Intellectual Property. You acknowledge and confirm that your access to the systems that we use to provide our Mobile Deposit Service will give you access to Intellectual Property of the Bank or an Affiliate of the Bank and/or its third-party vendors and suppliers. By using this Service, you shall not acquire any title to or property right in any Intellectual Property, or the Service, systems or software that we or our Affiliate or any third-party vendors use to provide our Mobile Deposit Service. You shall not interfere with, misappropriate, infringe upon, or claim any rights in connection with any Intellectual Property.

Termination of the Service. We may terminate the Mobile Deposit Service at any time (a) upon prior written notice to you, or (b) without prior notice to you if: (i) you breach any of these terms and provisions; (ii) any representation or warranty that you make with respect to any electronic image submitted to us for processing shall be false; or (iii) you breach any of the terms and provisions of this Agreement or of the Deposit Account Agreement.

Wire Transfer of Funds Services

Domestic Wire Transfer of Funds Service provides the fastest method by which you can make a final domestic payment to a party on a “real-time” same-day basis. The system can be beneficial for large denomination Dollar payment transactions. We process Wire Transfers through the Federal Reserve Bank’s funds transfer communication network (also known as *Fedwire*). This system moves money from an account at one financial institution to an account at another financial institution on a “real-time” basis. The network connects all Federal Reserve offices and their member banks. The Domestic Wire Transfer of Funds Service may not be available to you initially. Please contact the Bank for more information.

International Wire Transfer of Funds Service enables you to send payments in Dollars to the accounts of your beneficiary payees at a number of foreign correspondent banks.

Our Wire Transfer of Funds Services are more particularly described in our Domestic and International Wire Transfer of Funds Services Description.

Transfer Instructions. You may issue Transfer Instructions to us in accordance with our required procedures and documentation from time to time requesting Wire Transfers. We offer a variety of methods for you to communicate your Transfer Instructions to us including through Business Online Banking and in-person at a Bank branch; however, we will not accept any Transfer Instructions by a letter or a facsimile transmission (“fax”). You can select the methods of communicating your Transfer Instructions to us on your Service Request. You can change your methods of communicating Transfer Instructions to us from among the options we offer by completing and delivering to us your new replacement Service Request. All such Service Requests shall be subject to our acceptance. Transfer Instructions may be made according to a specific (non-recurring) Instruction or according to ‘standing’ (recurring) Instruction. All Wire Transfer of Funds Service transactions that you initiate must be in compliance with Applicable Law including, without limitation, your obligation to *not* act on behalf of, or transmit funds to or from, any Person or country that has been identified by OFAC as subject to blocking of financial transactions in accordance with applicable regulations and Executive Orders.

Security Procedures. Security Procedures for Wire Transfer of Funds Service are described in our Domestic and International Wire Transfer of Funds Services Description. Transfer Instructions shall be subject to the Security Procedures that you specify on your Service Request. You represent and warrant to us each time you communicate a Transfer Instruction to us that the applicable Security Procedures are a satisfactory and Commercially Reasonable method of verifying the authenticity of your Transfer Instructions. The purpose of any Security Procedure is to verify the authenticity of your Transfer Instructions communicated to us and not to detect errors in the transmission or content of the Transfer Instructions. You are responsible for taking adequate precautions to detect and prevent errors in the transmission or content of your Transfer Instructions.

Execution of Transfer Instructions. We will endeavor to implement your Transfer Instruction *if*: (a) we receive the Transfer Instruction and are able to authenticate it using the applicable Security Procedures before the cut-off time that we establish from time to time; (b) the day we receive the Transfer Instructions or the effective date specified is a Banking Day for us and the transmission facility that we select; and (c) you have sufficient collected funds in your Accounts (as discussed in the “Collected Funds; Payment” section below) to complete the transaction. If you were to transmit your Transfer Instruction for a domestic Wire Transfer to us by Business Online Banking, then you also may view an intra-day report on-line to determine if your Transfer Instruction has been implemented.

Collected Funds. If you do not have sufficient collected funds available in your Designated Account to effect your Transfer Instruction, then we will have no obligation to implement that Transfer Instruction. We may, however, in our sole discretion, choose to implement such Transfer Instruction. If we do so, you must immediately pay to us the full amount of any overdraft created in your Designated Account by the resulting Wire Transfer *plus* all overdraft charges incurred as a result of such Wire Transfer. We may, at any time and in our sole discretion and without prior notice to you, require you to have sufficient collected funds available in your Designated Account prior to our processing your Transfer Instruction, even if we have previously implemented Wire Transfers for you when you did not have sufficient collected funds available in your



Designated Account. We may debit your Accounts for Wire Transfers and other Items in any order that we may determine in our sole discretion.

Our Right to Assure Payment. Notwithstanding any other provisions of these Service Terms or the Domestic and International Wire Transfer of Funds Services Description, without prior notice to you, we are authorized to place a hold on funds in any of your Accounts (or in any account at any of our Affiliates which account is owned in whole or in part by you), or to take any other action that we deem appropriate and not violative of Applicable Law to ensure that we receive payment for your Wire Transfers. We may charge any Account (or any account at any of our Affiliates which account is owned in whole or in part by you) for any Wire Transfer. We also may set off against any amount that we owe to you (or any amount any of our Affiliates owes you) in order to obtain payment of any of your obligations to us described in these Service Terms.

Rejection of Transfer Instructions. We may reject and decline to implement any Transfer Instruction that we receive and that does not comply with our requirements, or the requirements of any wire transfer of funds facility or system that we use, or with these Service Terms.

Cancellation or Modification of Transfer Instructions. We have no obligation to cancel or modify any Transfer Instruction that we receive. However, we will make a reasonable effort to act on your request to cancel or modify your Transfer Instruction *provided that*: (a) we will be able to verify the request through the applicable Security Procedures; (b) we receive the request before we shall have implemented the Transfer Instruction; and (c) we will have a reasonable time to respond to the request. However, we will have no liability if your request that we cancel or modify a Transfer Instruction were not accomplished. You must reimburse us for any costs that we incur in attempting to cancel, modify, or reverse your Transfer Instruction. In addition, if we provide indemnity to another financial institution or other party in order to induce their compliance with our request of them to cancel, modify, or reverse a Transfer Instruction on your behalf, then you indemnify and hold us harmless for and against any losses, costs, or expenses of any kind that we incur in connection with our indemnity to such other financial institution or party.

Accuracy of and Reliance on Transfer Instruction Information. If a Transfer Instruction or an Incoming Drawdown were to contain a beneficiary name and account number that do not match, then we and any other financial institution may rely upon the account number as the proper beneficiary designation. We and any other financial institution involved in implementing a Transfer Instruction or Incoming Drawdown also may rely on the bank identifying number provided, even if that number were incorrect. You shall reimburse us in full for any loss and expense incurred by us as a result of our reliance on such beneficiary, account, and financial institution information that you provide. We shall not have any obligation to independently determine whether the beneficiary name, account number, bank number, or other identifying number or information on any person, account, or entity refers to the appropriate person, account, or entity.

International Wire Transfers. If your Transfer Instruction results in the transfer of funds from The United States of America to an account in another country, then the following provisions shall govern, as applicable:

Funds Transfer System. Although we generally process and implement Wire Transfers through **Fedwire**, we may use any Wire Transfer system that we deem reasonable under the circumstances. You agree to be bound by the rules of whichever Wire Transfer payment system that we may use.

Incoming Wire Transfers. We will provisionally credit the amount of an incoming Wire Transfer to the Account specified in the incoming Wire Transfer. Provisional credit does not constitute acceptance by us of the incoming Wire Transfer transaction, and the credit for the incoming Wire Transfer will remain provisional on our system until we shall have received final payment of the funds transferred. We shall have no obligation to accept any incoming Wire Transfer to a closed Account or if the account number specified in the incoming Wire Transfer does not match the account number of any of your Accounts. The Service Request describes your options for you to receive notice of incoming Wire Transfers to an Account.

Special Limitations of Liability. Liability for Wire Transfers shall be limited only to damages required to be paid under Article 4A of the UCC or Regulation J of the Federal Reserve Board, as applicable, and our liability for loss of interest shall be calculated using a rate of interest equal to the average Federal Funds rate at the Federal Reserve Bank operating in the district where our headquarters is located for the period of time



involved. We shall have not have any liability in the event that you fail to report any discrepancy between the Wire Transfer information that we report to you and your records within thirty (30) calendar days from the date such Wire Transfer information that we report to you becomes available to you.

Zero Balance Account Service

Zero Balance Account Service (also known as “**ZBA Service**”) allows you to maintain multiple Accounts to process your daily business operations and consolidate all of your Account balances at the end of each day into one master Account. Collected funds can be transferred daily to and from a master Account, and secondary Accounts can be reduced to zero balance (or such other target balance you specify). Zero Balance Accounts can control funds across multiple Accounts for various locations, divisions, or accounting functions. **Zero Balance Account Service** allows you to reduce balances in Accounts where funds are not in use to maximize the efficient use of cash, maintain decentralized payment capabilities, and improve efficiency and reduce multiple Account expenses.

In providing **Zero Balance Account Service** to you, UMB will establish one or more of your Accounts as your ‘**Zero Balance Accounts**’, and a separate Account as your ‘**Primary Funding Account**’, as you specify on your Service Request. Through your Service Request you authorize us to transfer funds between your Primary Funding Account and your Zero Balance Accounts at the end of each Banking Day to cause each Zero Balance Account to maintain a zero balance (or such other target balance that you specify) at the end of that Banking Day.

Account Balances and Transactions. You must maintain at all times in your Primary Funding Account and Zero Balance Accounts sufficient, aggregate, collected funds pay to pay all Service Fees and charges to, and Checks or other Items presented to us for payment from, each of your Zero Balance Accounts and your Primary Funding Account each Banking Day.

If you were to initiate an ACH or other same-day payment transaction from your Zero Balance Account when there are insufficient collected funds in your Primary Funding Account to fund that payment, it may result in delays in our processing that transaction and/or our rejection of the transaction, and also may result in you incurring insufficient funds, negative balance, or other charges.

We will have no obligation to transfer funds from your Primary Funding Account to your Zero Balance Account if that transfer would create an overdraft or exceed the collected funds balance then on deposit in your Primary Funding Account. We will have no obligation to honor any Check drawn on or other payment transaction from your Zero Balance Account if there are insufficient collected funds in your Primary Funding Account. We may, at our option, reverse a transfer of any funds in whole or in part between a Zero Balance Account and your Primary Funding Account and reject Items presented to us for payment against your Zero Balance Account that have not been finally paid if we must reverse a provisional credit to your Account and that reversal reduces the balance of your Zero Balance Account below zero during the next Banking Day.