

BACKGROUND CHECKS SCHEDULE

Company represents, warrants, and covenants that:

1. Company has caused to be conducted appropriate background checks on any person that is or will be performing on behalf of Company under this Agreement. Such background checks will be deemed appropriate if they are of such nature as to detect (i) a conviction of a criminal offense involving dishonesty or a breach of trust or money laundering; or (ii) an agreement to enter into a pretrial diversion or similar program in connection with a prosecution for a criminal offense involving dishonesty or a breach of trust or money laundering.
2. Company will not utilize any person to provide Services to M&T in the event the results of an appropriate background check detect (i) or (ii) in the paragraph above.
3. In the event any Company personnel no longer performs under this Agreement for a period of six (6) months or longer, Company shall have caused to be conducted an appropriate background check prior to re-engaging to perform under this Agreement.
4. Company will permit M&T to audit the processes employed by Company to conduct such background checks to verify they are appropriate.
5. For purposes of this Agreement, "dishonest" is defined as directly or indirectly to cheat or defraud; to cheat or defraud for monetary gain or its equivalent; or wrongfully to take property lawfully belonging to another in violation of any criminal statute; and "breach of trust" is defined as a wrongful act, use, misappropriation, or omission with respect to any property or fund which has been committed to a person in a fiduciary or official capacity or the misuse of one's official or fiduciary position to engage in a wrongful act, misappropriation omission. At a minimum, Company will or will cause searches for the most recent seven (7) year period of the following databases for all persons performing under this Agreement:
 - Social Security Number Validation
 - OFAC
 - National Criminal Database Search
 - Statewide Criminal Database Search
6. If a Statewide Criminal Database Search is unavailable in any State wherein Company provides Services to M&T Bank, then in lieu of the Statewide Criminal Database Search, Company will perform searches of the County Criminal Databases for each County in which the person resided for the most recent seven (7) year period.
7. In addition to the foregoing, M&T shall be permitted to conduct background checks to its satisfaction on any person that is, or will be performing Services under the Agreement, on behalf of Company and where such person will be on M&T' premises. M&T may in its sole discretion deny any person access to its premises who does not meet M&T's expectations regarding such background checks.