

M&T Bank Commercial Deposit Account Agreement

(Also for use by fiduciaries)

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INTRODUCTORY PROVISIONS

1. Definitions

Capitalized terms used in the Agreement are defined in Schedule 1 to this CDAA or elsewhere in the Agreement.

2. General Use of Accounts

- (a) M&T is designated as a depository of Client. By opening or using an Account, Client agrees to be bound by the Agreement terms. Specific terms relating to time deposit Accounts are set forth in Schedule 2 to this CDAA.
- (b) Client will comply with all Laws in connection with the Agreement, Accounts, and related services (whether acting on its own behalf or on behalf of others), including the Unlawful Internet Gambling Enforcement Act (UIGEA) and sanctions laws (e.g., Office of Foreign Assets Control regulations). Client certifies that it does not engage in an Internet gambling business as defined in UIGEA or will inform M&T if it does. M&T may, but is not obligated to, reject any Transaction involving Internet gambling. Client also will: (i) not cause M&T to violate any Laws; and (ii) provide any information necessary to comply with Law regarding the Account or any Transaction.

3. Authorized Representatives

- (a) Client will provide access to Accounts only to Authorized Representatives. Client's designation or removal of Authorized Representatives must be made in a manner and form acceptable to M&T. The authority of an Authorized Representative remains in effect until M&T has had a Reasonable Time to Act on a revocation Notice from Client.
- (b) Client represents and warrants that each Authorized Representative, acting alone, is authorized to give Instructions to M&T and to deal in all ways with respect to the Account in accordance with his/her designation and authority. M&T has no obligation to monitor for the signatures or approval of: (i) more than one Authorized Signer; or (ii) any other party. Similarly, M&T has no obligation to monitor for multiple signatures or approval of any other Authorized Representative, unless otherwise agreed by the parties in writing for a specific electronic service.
- (c) M&T may, but is not obligated to, inquire into the identity of an Authorized Representative. For certain channels or services, M&T may provide access only to those Authorized Representatives designated by Client for such channel or service. M&T may rely on, and Client will be bound by, any of the following of an Authorized Representative: (i) a purported actual or facsimile signature, or other mark agreed upon by Client and M&T; (ii) any electronic or digital signature; (iii) any identifier issued or accepted by M&T (e.g., a PIN or token); or (iv) any other criteria that M&T may reasonably rely on as an indicator of authentication for such Authorized Representative.
- (d) For certain services, an Authorized Representative may designate persons who are each authorized to act on behalf of Client with respect to such service. Client is bound by all Instructions, acts, and omissions of Authorized Representatives, including such designated persons (whether or not such persons are acting within the scope of their authority or Client authorized or knew of such Instructions, acts, or omissions).
- (e) Client will ensure that Authorized Representatives use the Accounts and provide Instructions in compliance with the Agreement and within the limits of their permissions, designations, and authority. Client will regularly monitor Authorized Representatives' access to and use of the Accounts and services and Instructions to M&T. Client will promptly provide Notice to M&T if Client becomes aware of or suspects fraud or misconduct by an Authorized Representative or any other party.
- (f) M&T has no obligation to accept or rely on a power of attorney purportedly granted by an Authorized Representative.

DEPOSITS AND OTHER CREDIT TRANSACTIONS

4. Credit Transactions

- (a) Credit Transactions can be made by any means M&T permits (e.g., in person, at an ATM, or by electronic means), subject to the specific terms of the Account or services. M&T may for any reason refuse, return, or set limits for Credit Transactions.
- (b) M&T may receive, collect, and deposit all Items drawn, payable, or endorsed to bearer or to the order of Client, or otherwise tendered for deposit to the credit of Client. All such Items will be deemed to have been unqualifiedly endorsed by Client. M&T may, but is not obligated to, accept for deposit (and endorse on behalf of Client) unendorsed Items presented for deposit.

5. Initial Deposit Amounts and Verification

When M&T accepts Items or cash for deposit, M&T may provisionally credit an Account for the amount initially indicated (e.g., on a deposit slip, ATM screen, receipt, etc.) (the "Initial Amount"). M&T may, but is not obligated to, verify the accuracy of the Initial Amount. Client must ensure that the Initial Amount is correct and promptly notify M&T of any discrepancies. If M&T determines that the Initial Amount is incorrect, it may adjust an Account without notice, and the adjusted amount will appear on an Account statement. If M&T chooses not to verify the deposit, and the discrepancy appears to have been inadvertent, the Account will receive the higher of the Initial Amount or the actual amount of such deposit.

6. Crediting and Availability of Deposits

- (a) Not all funds deposited into an Account are available for immediate withdrawal. Funds deposited into an Account cannot be withdrawn before they are: (i) credited to that Account; and (ii) made available for withdrawal. Deposits to interest-bearing Accounts

begin earning interest when they are credited to the Account.

- (b) M&T will generally credit deposits to an Account on: (i) the same Business Day if the deposit is made on a Business Day prior to M&T's cutoff time; or (ii) the next Business Day if the deposit is made on a non-Business Day or after M&T's cutoff time on a Business Day. Some deposits will be credited to an Account even if made after M&T's cutoff time or on a non-Business Day, including real-time payments.
- (c) Deposited Items drawn on or payable from an account at a bank outside of a Federal Reserve District (other than a bank in Canada) are accepted by M&T only on a collection basis. This means that, until M&T has collected the amount of the Item from such bank: (i) the Item will not be credited to the Account; and (ii) the funds will not be available for withdrawal. M&T may forward the Item for collection by any means and is not liable for any delays in collecting the Item. Client assumes all risk of exchange rate fluctuations during the collection process.
- (d) For deposited Items drawn on or payable from an account at a bank in Canada, M&T may: (i) provisionally credit and make funds available before collection; or (ii) handle such Items on a collection basis.
- (e) After funds are credited to an Account, M&T generally makes them available in accordance with the availability disclosure or Law. Delays in availability of funds may occur due to: (i) screening or monitoring required or permitted by Law; or (ii) the type of Transaction (e.g., international Transactions). M&T may, but is not obligated to, make funds available before the Transaction is actually and finally paid. Even if funds are made available, Transactions can be returned and charged to the Account.
- (f) Payments received through RTP are subject to Law, including the Processing Rules for RTP. Client will use RTP to receive payments solely from persons that are residents of or domiciled in the United States. Funds received through RTP are immediately available for withdrawal whenever received, seven days per week, including weekends and state and federal holidays, but if received during our nightly processing (i.e., batch), the funds will not be available to pay Debit Transactions processed for payment during that night's processing.
- (g) Other payment or deposit services may be offered through which funds may be immediately available to Client.

7. Check Cashing

If M&T cashes a check for Client that is drawn on another bank, M&T may withhold the availability of a corresponding amount of funds in any Account. Those funds will be made available to Client at the time the funds from the cashed check would have been available to Client had it deposited the check.

WITHDRAWALS AND OTHER DEBIT TRANSACTIONS

8. Debit Transactions

- (a) Debit Transactions can be made by any means M&T permits (e.g., in person, by check, by automatic transfer, at an ATM, or by electronic means), subject to the specific terms of the Account or services. M&T may: (i) refuse, return, or set limits for Debit Transactions; and (ii) for a NOW or savings Account, require at least seven days' advance Notice of the date and amount of an intended withdrawal.
- (b) M&T may refuse to permit a Debit Transaction in certain circumstances, including if: (i) the Available Balance is insufficient; (ii) there is a dispute or legal proceeding concerning the Account; (iii) the Debit Transaction would consist of funds subject to a hold, pledge, order, or directive from Client, a court, or governmental authority; (iv) M&T suspects irregular, unauthorized, fraudulent, or illegal activity; or (v) M&T has not received any identification or documentation required by M&T or Law.
- (c) M&T generally determines whether to permit Debit Transactions based on the Available Balance (plus any funds available under an Overdraft Arrangement); however, M&T may, but is not obligated to, permit a Debit Transaction even if there are not sufficient available funds.
- (d) In general, M&T will charge Debit Transactions against an Account on: (i) the same Business Day if the Debit Transaction is made on a Business Day prior to M&T's cutoff time; or (ii) the next Business Day if the Debit Transaction is made on a non-Business Day or after M&T's cutoff time on a Business Day. Some Debit Transactions will be charged against an Account even if made after M&T's cutoff time or on a non-Business Day, including real-time payments.

9. Debit Card Transactions and Authorization Holds

- (a) For purposes of this CDAA, a **"Debit Card Transaction"** is a Debit Transaction made in connection with a debit card. M&T may deduct the total amount of any Debit Card Transaction (plus Service Fees) from an Account any time after it is made. Debit Card Transactions may be made in several ways, including through card networks that may or may not require a PIN.
- (b) ATM and PIN Debit Card Transactions are generally fully processed and deducted from an Account on the Business Day that the transaction is considered to have been made. Visa® Debit Card Transactions and non-PIN Debit Card Transactions generally involve two steps to complete: (i) a merchant's authorization request; and (ii) a subsequent settlement (i.e., payment) of the transaction. Due to this two-step process, it may take longer to complete these transactions. However, as described in this Section, M&T may reduce the Available Balance for the authorized amount of these transactions prior to completion of the two-step process.
- (c) An **"Authorization Hold"** is a temporary reduction of the Available Balance based on Processing Rules and the information specified in a merchant's request for authorization of a Debit Card Transaction. The amount of the actual Debit Card Transaction M&T later

receives from the merchant for settlement may be different than the amount of the Authorization Hold, and M&T may place the Authorization Hold based on the information in the merchant's authorization request, despite any such difference. Although M&T generally places Authorization Holds, M&T may choose not to in certain circumstances (e.g., if it appears that a merchant made an error, such as requesting authorization for the same transaction twice).

- (d) As a result of the way Debit Card Transactions are processed, an Authorization Hold may differ in amount from that of the actual Debit Card Transaction or an authorized Debit Card Transaction may never be sent for settlement.
- (e) In accordance with Processing Rules, M&T generally retains each Authorization Hold during the day for up to three Business Days, although M&T may retain the Authorization Hold longer under certain circumstances. After this period, the Authorization Hold expires, even if the pending Debit Card Transaction has not yet been submitted for settlement. Nevertheless, M&T may pay that transaction from the Account if it is later sent to M&T for settlement.
- (f) M&T removes the Authorization Hold each night while processing Debit Transactions and Service Fees, so that any available funds subject to the Authorization Hold may be used to pay those Debit Transactions and Service Fees. At the end of each night's processing, if the corresponding Debit Card Transaction has not been submitted for settlement and the Authorization Hold has not expired, M&T reapplies the Authorization Hold.
- (g) Although an Authorization Hold reduces the Available Balance while in effect, it does not reserve funds to be used exclusively to pay the particular Debit Card Transaction when the merchant sends it for settlement. Funds that were subject to an Authorization Hold may be used to pay other Debit Transactions or Service Fees.
- (h) In addition, an Authorization Hold may exceed the Available Balance when it is applied or reapplied (e.g., M&T may authorize the transaction when the Account does not have sufficient available funds), which will reduce the Available Balance to a negative amount or increase an already negative balance. However, M&T does not charge an insufficient funds (NSF) or overdraft fee for an Authorization Hold that results in a negative Available Balance or increases an already negative balance. Instead, an overdraft fee may be charged if the Account does not contain sufficient available funds when the transaction is actually submitted for settlement.

POSTING ORDER

10. Posting

- (a) In deciding whether to pay, dishonor, accept, or reject a Transaction, M&T may determine the Available Balance at any time between (i) the earlier of presentation or receipt of the related identifying information and (ii) return or rejection of the Transaction. M&T may make this determination only one time regardless of whether the Available Balance varies during this period.
- (b) As soon as M&T is aware of a Transaction, a temporary hold or credit may or may not be placed on the Account. The Transactions relating to these temporary holds and credits may be permanently recorded (referred to as posting) to the Account on that Business Day or on a future date depending on the nature of the Transaction. Transactions will be posted to the Account in the order determined by M&T, as further described below. M&T will notify Client of changes to the order.

11. Overview of Posting Order

- (a) The order in which Transactions are posted and paid from an Account is important if the Available Balance is not sufficient to pay all of the Debit Transactions received for payment. The order can affect: (i) the number of Debit Transactions that overdraw the Account or that are returned unpaid; and (ii) the amount of Service Fees.
- (b) Transactions can be posted to an Account in multiple ways, including "real time" (i.e., as they are made) or in "batch" processing at the end of the Business Day.

12. Posting in Batch at the End of the Business Day for Checking, NOW, Savings, and Money Market Accounts

- (a) M&T begins batch processing by posting credits (other than interest, which is credited at the end of batch) and reversals and adjustments for Transactions from prior days that have not already posted. Next, M&T posts Debit Transactions received for payment on a given Business Day. M&T posts these Debit Transactions in a particular order within groups based on the type of Debit Transaction. Within each group, M&T applies a specific methodology based on the type of Debit Transaction. For instance, Debit Card Transactions post based on when M&T's records indicate the transaction was made, but checks post based on the check number, if available. If M&T does not have a record of when a Debit Transaction occurred or a check number, M&T posts those Debit Transactions in order from the smallest to largest dollar amount within the appropriate group for that type of Debit Transaction. The chart below details the types of Debit Transactions in each group and the order used within each group.

Group Order	Type of Debit Transaction in the group	How order is determined
1	<p>The following types of Debit Transactions for which M&T's records include a date and time designation:</p> <ul style="list-style-type: none"> ● ATM and Debit Card Transactions, including purchases; ● Branch transactions performed over the counter at an M&T branch, including withdrawals and transfers; ● Checks cashed at an M&T branch; and ● Wire transfers to accounts of other parties. 	<p>Chronologically based on the date and time that M&T's records indicate the Debit Transaction was initiated or authorized.</p> <p>Note: If Debit Transactions have the same date and time, M&T will post them in ascending dollar amount (smallest to largest).</p>
2	<p>The following types of Debit Transactions for which M&T's records do NOT include a date and time designation:</p> <ul style="list-style-type: none"> ● ACH settlement debits (debits to fund previously scheduled ACH transactions); ● Any transactions from Group 1 that do NOT have date and time designations; and ● Transfers between Client's M&T accounts initiated through a web platform or mobile application. <p>Note: Includes transfers between deposit accounts and payments to M&T loans (other than those in Group 3), but NOT transactions that are posted during the Business Day in real time.</p>	<p>Ascending by Dollar Amount (smallest to largest)</p>
3	<p>M&T Online Banking for Business Bill Pay Debit Transactions</p>	<p>Ascending by Dollar Amount (smallest to largest)</p>
4	<p>ACH Debit Transactions and other miscellaneous Debit Transactions, not including checks that are converted into ACH transactions (see Group 5).</p>	<p>Ascending by Dollar Amount (smallest to largest)</p>
5	<p>Checks (other than those in Group 1)</p> <p>Note: Includes checks that are electronically processed through ACH or as images, or for which identifying information is provided electronically.</p>	<p>Check number order</p> <p>If checks are not numbered, M&T will post them in ascending dollar amount (smallest to largest) after posting numbered checks.</p>

(b) After posting Debit Transactions in the above groups, M&T posts any Service Fees scheduled to be charged to the Account in that day's batch processing in order from smallest to largest dollar amount (note that Service Fees are charged on a periodic basis, which may be daily, monthly, or when the service is rendered, depending on the type of service).

OTHER ACCOUNT MATTERS

13. ACH Disclosures

- (a) Funds Transfers sent or received through ACH are subject to the ACH Rules.
- (b) Credit given by M&T to Client for an ACH credit entry is provisional until M&T receives final settlement for the entry through a Federal Reserve Bank or otherwise as provided in Section 4A-403(a) of UCC Article 4A. If M&T does not receive final settlement, M&T is entitled to a refund of the amount credited to Client in connection with the entry, and the party making payment to Client will not be considered to have paid Client such amount.
- (c) M&T is not required to give Client a separate notice of receipt of an ACH entry, unless M&T has otherwise agreed in writing to do so. If M&T accepts ACH credits, or there are ACH debits, to an Account, Client will receive notice on Client's next regular periodic statement.

14. Account or Service Issue

- (a) In order to make any claim (for payment, restitution, or otherwise) for an error, omission, unauthorized transaction, or other issue relating to an Account or service (an "**Account or Service Issue**"), Client must provide Notice to M&T: (i) within 90 days if the Account

or Service Issue relates to a forged endorsement; or (ii) within 30 days for all other Account or Service Issues. Such notice periods begin on the earliest date M&T is deemed to have delivered the relevant account statement or advice on which the Account or Service Issue (or the Account activity related to the Account or Service Issue) appeared or reasonably should have become apparent to Client. If the account type is one for which statements are not available, the notice periods begin on the earlier of the date M&T notifies Client of the related Account activity or Client discovers, or reasonably should have discovered, the Account or Service Issue (or the Account activity related to the Account or Service Issue).

- (b) If Client provides timely Notice of an Account or Service Issue, M&T will investigate Client's claim within a reasonable amount of time as determined by M&T (which may be 60 days or more). M&T's sole obligation will be to pay or refund to Client the amount of the Account or Service Issue when and to the extent that M&T either: (i) determines Client's claim to be valid; or (ii) recovers the amount of the Account or Service Issue from another party. M&T may debit or credit an Account accordingly in connection with addressing an Account or Service Issue.
- (c) If Client fails to provide timely Notice of an Account or Service Issue, M&T will have no liability relating to such Account or Service Issue, or any subsequent Account or Service Issue that M&T may have been able to prevent had Client provided such timely Notice (e.g., Items bearing alterations, unauthorized signatures, or forged endorsements by the same person).
- (d) If Client recovers an amount attributable to an Account or Service Issue from any person, it will immediately notify M&T, and: (i) any obligation M&T may have to pay Client for such Account or Service Issue will be reduced by such amount; or (ii) if M&T has already paid Client, Client will repay such amount.
- (e) M&T has the right to recover any amount paid to Client in connection with an Account or Service Issue if M&T determines Client was not entitled to payment.
- (f) M&T will be subrogated to any claims or rights of Client against any person with respect to amounts paid by M&T in connection with an Account or Service Issue, and Client will fully cooperate with M&T in asserting such claims or rights.

15. Overdrafts

Except as provided under an Overdraft Arrangement, M&T is not obligated to allow Client to withdraw funds in excess of the Available Balance (an "overdraft"). If a Debit Transaction exceeds the Available Balance (plus any funds available under an Overdraft Arrangement), M&T may pay or refuse to pay such Debit Transaction. M&T may pay a Debit Transaction even if payment: (a) causes the Account to be overdrawn or further overdrawn; or (b) results in the Available Balance being insufficient to pay other Debit Transactions. M&T's decision to pay or return any Debit Transaction does not obligate M&T to pay, or prevent M&T from paying, any other Debit Transaction that would overdraw or further overdraw the Account. M&T may charge Service Fees related to any Debit Transaction exceeding the Available Balance whether or not that Debit Transaction is paid, and Client must immediately pay M&T the amount of the overdraft (unless the overdraft is fully covered by an Overdraft Arrangement) and any other Amounts Due.

16. Stopping Payment of Items and Funds Transfers

- (a) Any Authorized Signer can request that M&T stop payment of any Item or Funds Transfer (other than an RTP Funds Transfer) payable from an Account by providing all information M&T requires, which may include: (i) Account number; (ii) amount, date, and number (if any) of the Item or Funds Transfer; (iii) name, exactly as it appears on the Item or Funds Transfer, of each payee to whose order it is payable; and (iv) name, exactly as it appears on the Item or Funds Transfer, of each person who signed or authorized it. Once initiated, RTP Funds Transfers are irrevocable. Accordingly, a stop payment order cannot be made on RTP Funds Transfers.
- (b) Stop payment requests may be made in person, by telephone, or by any other method M&T makes available. Each stop payment request must be received by M&T prior to M&T's deadline for the type of Transaction to which the stop payment request relates. M&T may send a written confirmation of the stop payment request. A stop payment request for Items is effective for six months after it is recorded against the Account. A stop payment request for Funds Transfers is effective for the period permitted by M&T or otherwise required by Law. Stop payments cannot be renewed; once a stop payment expires, a new stop payment request must be made for the same Item or Funds Transfer. M&T will have a Reasonable Time to Act on a stop payment request or cancellation and shall not be liable for paying or returning any Item or processing or reversing any Funds Transfer if M&T has not had a Reasonable Time to Act. Any Authorized Signer can cancel a stop payment in writing.
- (c) M&T will be deemed to have exercised ordinary care if M&T acts in good faith, has a reasonable system for communicating stop payment requests, renewals, and cancellations to employees who are likely to receive or process the Item or Funds Transfer, and reasonably and routinely follows it.
- (d) Payment of an official check or similar Item Client has asked M&T to issue may only be stopped as permitted by Law (e.g., the required time has elapsed from issuance, an affidavit has been submitted) and M&T policy.

17. Stale and Postdated Items

M&T may, but is not obligated to, pay an Item written on the Account that is dated: (a) more than six months before the date it is presented to M&T for payment; or (b) after the date it is presented to M&T for payment. M&T is not liable for any Losses related to such Items.

18. Subaccounts

- (a) For internal purposes, M&T may structure a checking Account as two subaccounts: a checking subaccount and a savings subaccount. The Account will be treated as a single account for all other purposes, including minimum balance requirements, Service Fees, Client's

use of the Account, and FDIC insurance. Statements and other Account records will reflect only a single Account. For interest-bearing Accounts, both subaccounts will pay an identical annual interest rate. For non-interest-bearing Accounts, neither subaccount will pay interest.

- (b) All Transactions are made to or from the checking subaccount. If the checking subaccount balance exceeds a threshold amount set by M&T, M&T may transfer funds in excess of the threshold to the savings subaccount. M&T also makes transfers from the available funds in the savings subaccount to the checking subaccount as needed to pay Debit Transactions. Upon the sixth transfer from the savings subaccount in a calendar month, the entire balance is transferred to the checking subaccount for the remainder of the month.

19. Account Freeze; Inactive and Dormant Accounts

- (a) M&T may, without liability, freeze some or all of the Account funds and/or prohibit or delay Transactions if: (i) M&T believes that the Account may be subject to irregular, unauthorized, fraudulent, or illegal activity; (ii) there is a dispute or legal proceeding concerning the Account; or (iii) the Account becomes inactive or dormant. Such freeze, prohibition, or delay may continue for such period of time as M&T believes reasonably necessary to complete its investigation, until final determination of any claim or legal proceeding concerning the Account, or until evidence satisfactory to M&T is provided that the dispute concerning the Account has been resolved. Depending on the outcome of M&T's investigation, such freeze, prohibition, or delay may continue following completion of the investigation.
- (b) In the event of an account freeze, M&T may, but is not obligated to, provide Notice (which may be oral) to Client as soon as reasonably possible. Such Notice may not be provided prior to freezing the Account or prohibiting or delaying Transactions.
- (c) Generally, to keep an Account active, Client must initiate Transactions on the Account or communicate with M&T in writing about the Account, and M&T may consider an Account inactive if Client does not do so for a period of time.
- (d) If an inactive Account remains inactive for the additional number of months set by M&T, M&T may consider the Account dormant and may prohibit access to the Account until Client provides Notice to M&T. M&T may, but is not obligated to, attempt to contact Client to reactivate the Account before the Account is classified as dormant.

20. Abandoned Accounts

- (a) If an Account remains inactive for the period specified by Law and Client has not provided Notice to M&T that the Account should remain active, it will be presumed abandoned. An Account is generally subject to the abandoned property Laws of the jurisdiction of Client's address in M&T's records and will be turned over to such jurisdiction after the applicable period of inactivity and the provision of any required notice to Client. If the Law of such jurisdiction does not require the Account to be turned over to it, or if M&T does not have an address for Client, the Account is subject to New York's abandoned property Law.
- (b) M&T may charge an Account for: (i) an allocated share of advertising expenses M&T incurs in connection with the publication of any notice that the Account will be turned over to a jurisdiction as abandoned property; (ii) the postal cost of any notice M&T is required to send to Client to inform Client that the Account will be turned over as abandoned property; and (iii) such other fees or amounts as M&T may charge for the service, maintenance, handling, and processing associated with the turnover of the Account as abandoned property, which fees or amounts are charged in M&T's normal course of business and are not refundable, reversible, cancelable, or otherwise restorable to Client.

21. Standard of Care; Security Procedures

- (a) M&T strongly recommends that Client use M&T's security procedures and positive pay and other services designed to help identify or prevent unauthorized Account access and Transactions. If Client does not use such security procedures and services, M&T will not be liable for any Loss that may have been avoided by doing so.
- (b) Client will: (i) maintain sole control of all means of accessing or using an Account (e.g., debit cards, checks, access devices, security codes); (ii) implement and maintain commercially reasonable policies and procedures to prevent and detect fraud, forgery, and unauthorized access to and use of an Account, services, and information; (iii) promptly and regularly review statements and Transactions; and (iv) notify M&T immediately of any known or suspected security compromise or unauthorized Transactions relating to an Account.
- (c) M&T will use reasonable care in executing Instructions and will have no duty to: (i) notify Client, or obtain Client's confirmation, of Instructions; or (ii) require security measures other than M&T's standard security procedures (if any) with respect to Instructions.
- (d) In connection with Funds Transfers, M&T has standard Funds Transfer agreements and security procedures, and Client acknowledges that such security procedures are a commercially reasonable method of providing security against unauthorized Funds Transfers. If Client chooses not to use such security procedures: (i) and instead chooses to use less robust security procedures, such security procedures are deemed commercially reasonable even if they provide less protection than other security procedures offered by M&T; and (ii) M&T will not be liable for any Loss that may have been avoided by using M&T's security procedures.
- (e) In processing Funds Transfers, banks are entitled to rely on account numbers and bank numbers provided in the instructions associated with such Funds Transfers without reference to account titles and bank names, and banks have no duty to discover discrepancies.
- (f) M&T is not responsible for assuring the proper disposition of the proceeds of an Item or Transaction.
- (g) Client acknowledges that Item processing is automated and agrees that M&T's duty of ordinary care is satisfied if M&T follows its procedures for identifying unauthorized Items. M&T will not have failed to exercise ordinary care in paying an Item solely because

M&T's procedures: (i) do not provide for a sight-review of Items or provide for a sight-review only above a certain amount or on a sample basis; (ii) do not provide for verification of Item signatures; or (iii) allow M&T to rely solely on the Item amount and information encoded in magnetic ink (the MICR line), despite any other information on the Item (including language restricting or imposing conditions on payment). Client acknowledges that M&T does not, and has no obligation to, verify multiple signatures or perform manual processing of Items.

- (h) M&T may refuse to pay any Item, and such refusal will not constitute wrongful dishonor, if: (i) M&T is unable to read or distinguish any information on the Item necessary to determine the amount of the Item or whether the Item was authorized by Client; (ii) M&T has reason to doubt the Item's authenticity; (iii) the Item is presented for payment at a branch, and the presenter declines to pay M&T's applicable fee or fails to provide, as required by M&T, evidence of authority to present the Item and reasonable identification (e.g., a passport, driver's license, or thumbprint); or (iv) if the Item has already been deposited, cashed, or negotiated (e.g., Client deposits an Item electronically and then attempts to deposit the same Item in person).

22. Collection and Disclosure of Information

- (a) To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person that opens an account. Accordingly, when an Account is being opened, M&T will ask for information including name, address, tax identification number, date of birth, and other information that will allow M&T to identify its customers.
- (b) M&T may also ask for similar identifying information concerning individuals with authority or control over the Account, as well as documentation to verify such information.
- (c) M&T may disclose information about an Account as M&T deems necessary: (i) to provide the Account or any services to Client and other M&T customers, including services that Client may not use; (ii) in response to a request apparently authorized by or on behalf of Client; (iii) as required by Law or a court, regulator, or other governmental authority; (iv) for marketing and product development; (v) in connection with a dispute relating to the Account or any services; (vi) for crime or fraud detection, prevention, or prosecution; and (vii) to meet compliance, audit, network, or contractual requirements. This provision applies despite any provision to the contrary in any other agreement M&T has with Client.

23. FDIC Part 370

- (a) If Client opened the Account on behalf of the beneficial owner(s) of the funds in the Account (e.g., as trustee, agent, nominee, guardian, executor, custodian, or in another capacity for the benefit of others), the Account may be eligible for "pass-through" insurance from the FDIC for each beneficial owner. This means the Account could qualify for more than the standard maximum deposit insurance amount (currently \$250,000 per depositor in the same ownership capacity). In order to comply with §370.5(a) of the FDIC's Rules and Regulations, if the Account has transactional features as defined in §370.2(j) (e.g., ability to use checks or debit cards), Client, as the account holder, must be able to provide a record of the interests of the beneficial owners in accordance with the FDIC's requirements as specified below.
- (b) The FDIC published a guide describing the process to follow and the information Client will need to provide in the event M&T fails. Section VIII of the FDIC guide is a good resource to understand the FDIC's alternative recordkeeping requirements and expectations for pass-through insurance coverage of any deposit accounts, including those with transactional features. It provides information regarding the records Client should keep on the beneficial owners of the funds, including identifying information for those owners, and the format in which to provide the records to the FDIC upon bank failure. Client must be able to provide this information in a timely manner in order to receive payment for the insured amount of pass-through deposit insurance coverage as soon as possible. Section VIII can be accessed on the FDIC's website at: <https://www.fdic.gov/deposit/deposits/brokers/part-370-appendix.html>. Client has an opportunity to validate its capability to deliver the required information in the appropriate format so that a timely calculation of deposit insurance coverage can be made. Client should contact Client's account officer at M&T for information on validation.
- (c) Client agrees to cooperate fully with M&T and the FDIC in connection with determining the insured status of funds in Accounts at any time. In the event of a bank failure, Client agrees to provide the FDIC with the information described above in the required format within 24 hours of such failure for all Accounts with transactional features or to which Client needs rapid access. As soon as the FDIC is appointed, a hold will be placed on the Account so that the FDIC can conduct the deposit insurance determination; that hold will not be released until the FDIC obtains the necessary data to enable it to calculate the deposit insurance. If Client does not provide the necessary data to the FDIC, the Account may be held or frozen until the information is received, which could result in delay of receipt of insured funds and legal claims against Client from the beneficial owners of the funds in the Account. Notwithstanding other provisions in the Agreement, this Section survives after the FDIC is appointed as receiver for M&T, and the FDIC is considered a third-party beneficiary of this Section.

AMOUNTS DUE; ACCOUNT CLOSING

24. Service Fees; Amounts Due

- (a) M&T may set, charge, and amend Service Fees in its discretion.
- (b) Client will timely pay M&T all Amounts Due, including Service Fees. M&T may charge an Account, without prior Notice, for all Amounts Due, and is not liable if, as a result, the Available Balance is insufficient to pay Debit Transactions. An Account's terms may provide that certain balances are eligible to accrue earnings credits that offset certain eligible Amounts Due. For such Accounts, M&T will

determine on a monthly basis whether such credits are sufficient to compensate for all eligible Amounts Due in the prior month, and Client must pay any Amounts Due that are not offset by such credits. Client is responsible for paying Amounts Due even if M&T does not, or cannot, debit the Account for such amounts. Service Fees incurred on a periodic basis may not be prorated if an Account is closed or a service is terminated, and all Amounts Due may be charged at closure or termination. Client will pay, upon demand, costs incurred by M&T in collecting Amounts Due or enforcing the Agreement, including attorneys' fees and disbursements.

- (c) Client may request that Accounts or accounts of other business customers be linked in a hierarchy for purposes of calculating and charging Service Fees or calculating and applying earnings credits. Client must designate one of the linked accounts as the key account that will be charged all Service Fees incurred by all accounts in the hierarchy. In addition, Client agrees that: (i) its Accounts may be linked in a hierarchy at the request of another business customer with such customer's accounts or the accounts of other customers without notice; and (ii) an Account of Client may be designated as the key account in such hierarchy. M&T has no obligation to provide statements to any account in the hierarchy other than the key account, and all accounts will be reflected on such statement. The customer receiving the statement for the hierarchy must timely review such statement and notify M&T of any Account or Service Issue in accordance with the "Account or Service Issue" Section above, and the action or inaction of such customer is binding on Client and all other customers with accounts in the hierarchy. M&T reserves the right to decline to link or to unlink any or all accounts in a hierarchy and to place limits or conditions on the linkage of accounts in a hierarchy.

25. Discontinuing or Closing Accounts

- (a) M&T is not obligated to offer all types of accounts at all times and may discontinue offering a type of account at any time without notice.
- (b) M&T may close any Account at any time for any reason, unless the Account is a time deposit, which can be closed as described in Schedule 2.
- (c) M&T may, but is not obligated to, notify Client that M&T has closed an Account. After deduction of Amounts Due, M&T will send a check or other payment for the remaining balance or transfer such balance to another account Client maintains with M&T, unless required otherwise by Law or M&T policy.
- (d) Client must provide Notice to M&T to close an Account. Withdrawing all funds in an Account will not automatically close it, and the Account will remain open for all purposes, including Service Fees.
- (e) When an Account is closed, the Agreement terminates with respect to that Account, except for any provisions that survive termination. Client remains responsible for Transactions initiated or scheduled prior to closure.

26. M&T's Right of Setoff

M&T has the right to set off against, and is granted a security interest in, any funds in the Account and any of Client's property held by M&T, for any Amounts Due or amounts owing to M&T or its affiliates under or in connection with the Agreement, any other agreement, or otherwise (including any loan, lease, or guaranty by Client). M&T may exercise its setoff right without demand upon or Notice to Client and such setoff will be considered to have been exercised immediately upon any default by Client without any action by M&T. M&T's right of setoff follows the funds and property, and all proceeds thereof, even if transferred (e.g., to another account).

LIMITATION OF LIABILITY AND INDEMNIFICATION

27. Limitation of Liability

- (a) EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT, M&T MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, IN LAW OR IN FACT, IN CONNECTION WITH THE ACCOUNTS OR ANY SERVICES, INCLUDING FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR MERCHANTABILITY. NO DESCRIPTIONS OR SPECIFICATIONS CONSTITUTE REPRESENTATIONS OR WARRANTIES.
- (b) M&T, its affiliates, and their representatives will have no liability to Client or any third party, whether in contract, tort (including negligence), or otherwise, for any Loss in connection with the Agreement, Accounts, or any services (including delay in processing, transmittal, or settlement of any Transaction or availability of funds), arising out of: (i) Client's acts and omissions in connection with the Agreement, the Accounts, or services, including Client's failure to comply with the Agreement; (ii) Client's selection or non-selection of services or features (including security procedures), regardless of suggestions made by M&T; (iii) Client's selection, operation, or maintenance of equipment, Internet browser, hardware, software, systems, applications, and communication devices and facilities; (iv) M&T's acts or omissions, provided they are taken/omitted in accordance with the Agreement or Instructions M&T reasonably believes were authorized, except to the extent of actual Loss caused directly by M&T's gross negligence or willful misconduct; (v) Client's cancellation or change of any Instructions or the provision of incorrect, incomplete, or unclear Instructions, data, or information; (vi) failure, delay, or error of any electronic method used in connection with the Account or services; (vii) acts or omissions of third parties, including Authorized Representatives; (viii) any Instruction or Transaction after an Account is closed; (ix) M&T's exercise of its setoff rights or rights to freeze the Account and/or prohibit or delay Transactions; (x) insufficient funds in an Account; and (xi) good faith errors resulting from a reasonable misunderstanding of any Instruction. M&T will only be liable for a Loss arising out of the Agreement, Accounts, or services to the extent a final non-appealable judicial determination is made that M&T is liable for such Loss.
- (c) If an Account becomes involved in any legal proceeding, M&T may, without liability, restrict, prohibit, or permit Transactions.

- (d) Any action or proceeding against M&T for any Loss arising out of the Agreement, Accounts, or services (including relating to any Account or Service Issue) must be commenced within one year from the date on which the cause of action accrued; provided that this provision will not extend any shorter period of time otherwise provided by Law or other agreement with Client.
- (e) IN NO EVENT WILL M&T'S LIABILITY FOR ANY CLAIM(S) ARISING OUT OF THE AGREEMENT OR ACCOUNTS EXCEED THE LESSER OF: (i) THE TOTAL SERVICE FEES INCURRED WITH RESPECT TO THE ACCOUNT TO WHICH THE CLAIM(S) RELATE FOR THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING SUCH CLAIM(S); OR (ii) THE AMOUNT OF ACTUAL DIRECT DAMAGES DOCUMENTED BY CLIENT TO M&T'S REASONABLE SATISFACTION.
- (f) NOTWITHSTANDING ANYTHING ELSE IN THE AGREEMENT OR OTHERWISE, IN NO EVENT WILL M&T BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL LOSS OF ANY KIND, HOWEVER CAUSED, REGARDLESS OF FAULT OR NEGLIGENCE, WHETHER OR NOT FORESEEABLE, AND WHETHER OR NOT M&T KNEW, OR HAD BEEN ADVISED, OF THE POSSIBILITY OF SUCH LOSS, INCLUDING LOSS OF PROFITS, GOODWILL, AND BUSINESS INTERRUPTION.

28. Indemnification

Client will indemnify, defend, and hold harmless M&T, its affiliates, and their representatives from and against all Loss that directly or indirectly arises out of any of the following events, whether actual or alleged:

- (a) Client's or an Authorized Representative's: (i) breach of any term, condition, warranty, representation, or obligation in the Agreement; (ii) violation of Law; (iii) negligence, fraud, or intentional misconduct; (iv) provision of incorrect, incomplete, or unclear Instructions, data, or information; (v) use of the Accounts not in compliance with the Agreement; or (vi) infringement of a third party's patent, trademark, copyright, trade secret, privacy, or other proprietary right;
- (b) any act or omission (including acceptance, processing, change, suspension, or rejection of Funds Transfers) M&T takes in accordance with Instructions actually authorized by or on behalf of Client or that M&T reasonably believes to have been so authorized, whether or not transmitted using a security procedure;
- (c) M&T honoring, or refusing to honor (in accordance with the Agreement), any signature, Instruction, or action of an Authorized Representative;
- (d) an act or omission of Client or an Authorized Representative; and
- (e) use of the Accounts or services directly or indirectly affecting third parties.

GENERAL PROVISIONS

29. Entire Agreement; Amendments

- (a) The Agreement constitutes the entire agreement between the parties relating to the Account and supersedes any prior or other written or oral agreement, understanding, arrangement, communication, or representation with respect to the subject matter of the Agreement.
- (b) The Agreement may not be amended or changed orally or by course of dealing or conduct or usage of trade. M&T may change any of the documents comprising the Agreement as M&T deems appropriate, with such Notice as required by Law. A change is effective immediately if M&T reasonably determines it will not have a material adverse effect on Client's use of the Accounts, and otherwise is effective on the date indicated in a Notice to Client. By continuing to maintain or use the affected Account or service after such change is effective, Client is bound by such change. Notwithstanding anything else in the Agreement, M&T may make any change without prior Notice to Client if required for security reasons or by Law. The Agreement may not be amended without M&T's written consent.

30. Order of Precedence

In the event of a conflict between any provisions in the documents forming part of the Agreement, the order of precedence is as follows (unless specifically provided otherwise):

- (a) the specific features and terms for the Account;
- (b) the availability disclosure;
- (c) this CDAA; and
- (d) all other documents forming part of the Agreement.

31. Governing Law, Jurisdiction, and Venue

Unless specifically provided elsewhere in the Agreement, the Agreement will be governed by and interpreted according to: (a) United States federal law; and (b) subject to any rules of preemption, the laws of the State of New York, without regard to its conflicts of law principles. Any action, proceeding, or claim asserted under the Agreement must be brought and maintained in a court of competent jurisdiction in Buffalo, New York, and all parties to the Agreement consent and submit to the jurisdiction of such court.

32. Jury Trial Waiver

THE PARTIES KNOWINGLY, VOLUNTARILY, AND IRREVOCABLY WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING,

OR CLAIM ARISING OUT OF THE AGREEMENT, ACCOUNT, OR ANY TRANSACTION OR SERVICE.

33. Evidence; Drafting

- (a) In any legal proceeding involving the Account, any copy of this Agreement or any other document or record kept by M&T in its normal course of business (including electronic copies) will be deemed an "original" for all purposes under Law.
- (b) No ambiguity will be construed more strongly against M&T solely because M&T was the primary drafter of the Agreement.

34. Relationship

M&T serves solely as a depository for Client. M&T is not in a fiduciary or similar relationship with, and does not have fiduciary duties to, Client or any other party. Nothing in the Agreement creates a partnership, joint venture, or similar relationship between the parties, and neither M&T nor Client will be deemed an agent of the other.

35. Representations and Warranties

- (a) Client and the individual(s) agreeing to this Agreement represent and warrant that: (i) Client is duly organized or formed, validly existing, and in good standing; and (ii) the execution, delivery, and performance of the Agreement is duly authorized and will not violate any Laws, Client's organizational or governing documents, or any agreement with a third party.
- (b) For each Item for which M&T gives credit or payment (e.g., cashes or deposits), Client represents and warrants that: (i) all signatures and endorsements required for transfer of the Item (including of the drawer and any payee) are on such Item and all such signatures and endorsements are authentic and authorized; and (ii) the Item is not a counterfeit, has not been altered, and was authorized by the person on whose account it was drawn.
- (c) Each representation and warranty to M&T in the Agreement is deemed made for the entire period that the Account is open.

36. Notice of Client Changes

Client must promptly notify M&T if: (a) any of Client's representations or warranties ceases to be accurate; (b) there is a material change in Client's ownership or management; (c) there is a change to the information it furnished, including changes to its legal or assumed name, structure, status, Authorized Representatives, or contact information; or (d) there is any material adverse change in Client's ability to fulfill its obligations under the Agreement.

37. Notices

- (a) All notices, claims, consents, statements, and other communications in connection with the Agreement or Account (each, a "Notice" or collectively, "Notices") must be in writing, unless the Agreement provides otherwise.
- (b) Unless otherwise specified in the Agreement, Notices may be given to either party by personal delivery, U.S. mail, or by a nationally recognized courier service. M&T may also provide Notices to Client by: (i) email; (ii) posting or displaying on a website or mobile channel; or (iii) any other electronic means (including text messaging).
- (c) A Notice to Client may be sent to any mail or email address of Client, an Authorized Representative, or other representative of Client, in each case according to M&T's records. A Notice to M&T must be sent to Client's account officer at M&T or, if Client does not have an account officer, to an M&T branch manager. Client must promptly provide Notice to M&T of any address change and failure to receive a statement or other expected Notice.
- (d) A Notice to Client is effective when: (i) M&T places it in the mail or sends it electronically (even if returned undeliverable), or makes it available for retrieval (even if not retrieved); or (ii) when it is personally delivered. A Notice to M&T is effective when actually received by Client's account officer or an M&T branch manager as provided above.
- (e) M&T will have a Reasonable Time to Act on any Notice or Instruction it receives from or on behalf of Client. If the parties agree in writing that Client may give a Notice or Instruction orally, Client will confirm such oral Notice or Instruction by written Notice. M&T may rely on any oral Notice or Instruction from Client, whether or not confirmed, and M&T's records of the oral Notice or Instruction control.

38. Remedies

All of M&T's rights and remedies are cumulative and not exclusive of any other rights or remedies. No failed, delayed, single, or partial exercise by M&T of any right or remedy precludes M&T's future exercise of that or any other right or remedy. A provision of the Agreement may only be waived by M&T in a signed writing.

39. Delegation; Assignment

- (a) Neither the Agreement, nor any rights, interests, or obligations under it, may be assigned by either party without the prior written consent of the other party; provided Client's prior consent will not be required for: (i) M&T's delegation, outsourcing, or subcontracting of all or part of the performance or provision of any service or aspect of an Account to an affiliate or other party; or (ii) an assignment by M&T (1) to an affiliate, (2) by merger, consolidation, or operation of Law, or (3) as part of a sale or transfer of all or substantially all of M&T's business or assets relating to the Account. Any purported assignment in violation of this Section is void.
- (b) Subject to this Section, the Agreement is binding on, inures to the benefit of, and is enforceable by the parties and their respective successors and permitted assigns. Except to the extent provided in the Agreement, nothing in this Agreement is intended to confer

on any other person any right, remedy, obligation, or liability.

- (c) Client will execute, deliver, and perform all other agreements required by vendors or other parties necessary for the Account or any service or as required or requested by M&T.

40. Force Majeure

M&T will not be liable for any delay or failure in performance of any part of the Agreement or deemed in breach of its obligations, if such failure, delay, or breach is due to any cause beyond its reasonable control. This Section will not relieve Client of its obligation to pay Amounts Due.

41. Severability

If a provision of the Agreement is held illegal, invalid, or unenforceable, that will not affect any other provisions, which will remain in full force and effect, and the Agreement will be deemed modified to the extent permitted by Law as necessary to render the remaining provisions enforceable. To the extent any provision of the Agreement conflicts with Law and cannot be varied by agreement, the Law controls, but the remaining provisions of the Agreement continue to apply.

42. Survival

The following provisions of this CDAA survive termination of the Agreement or any service: Sections 2(b), 22(c) and 24-42, along with any other Agreement provisions necessary to give effect to those provisions (including definitions). Any other provision of the Agreement that: (a) the parties have agreed in writing will survive termination; (b) remains to be performed or by its nature is intended to apply after termination; (c) is a confidentiality obligation or limit on M&T's liability; or (d) is an indemnity, defense, or hold harmless obligation of Client, survives termination.

43. Electronic Signatures

Any agreement, form, or other document that may be entered into between the parties or submitted by Client related to the Agreement or Account may be entered into or submitted in paper form or electronically, as agreed by the parties. The parties may execute any such documents using actual signatures or an electronic symbol or process attached to or logically associated with such document (whether or not in the form of an electronic record) and executed or adopted by a person with the intent to sign the document.

SCHEDULE 1 – DEFINITIONS AND TERMS OF CONSTRUCTION

The following capitalized terms, when used in the Agreement, have the meanings below:

- (a) **“Account”** means each deposit account opened or maintained for Client at M&T for purposes other than personal, family, or household.
- (b) **“ACH”** means the Automated Clearing House.
- (c) **“ACH Rules”** means the ACH Operating Rules and Guidelines published by the National Automated Clearing House Association.
- (d) **“Agreement”** means the agreement between M&T and Client relating to each Account, consisting of and incorporating this CDAA and all forms and agreements related to the opening, maintenance, closing, or any other aspect of an Account, including set-up forms, resolutions, specific features and terms, availability disclosures, Service Fee schedules, and agreements for ancillary Account services.
- (e) **“Amounts Due”** means all amounts Client owes to M&T, including: (i) Service Fees; (ii) the principal amount of overdrafts; (iii) the amount of any returned or reversed Credit Transaction; and (iv) any expenses M&T incurs in connection with (1) collecting funds, (2) cashing Items, (3) returned Transactions, and (4) any claim against M&T with respect to a Transaction.
- (f) **“Authorized Representative”** means any person who: (i) has been designated or authorized by Client to act on its behalf in any capacity with respect to the Agreement, Account, or related services (including entering into separate agreements for ancillary services); (ii) Client directly or indirectly gives access to or allows to use the Account or related services, or any information relating thereto; or (iii) M&T reasonably believes is an authorized representative of Client based on course of conduct. Authorized Representatives include any Authorized Signer and any person designated by an Authorized Representative.
- (g) **“Authorized Signer”** means each individual designated by Client as its “Authorized Signer” as reflected in M&T’s records.
- (h) **“Available Balance”** means the amount of money in an Account that may be withdrawn or used by Client at that time, according to M&T’s records and availability policies.
- (i) **“Business Day”** means Monday through Friday, excluding federal holidays.
- (j) **“CDAA”** means this M&T Bank Commercial Deposit Account Agreement.
- (k) **“Client,” “Customer,” “you,” and “your”** mean the person on behalf of which an Account is opened or maintained and all authorized agents of such person.
- (l) **“Credit Transaction”** means any Item, Funds Transfer, or other means by which a deposit, transfer, or other transaction can be made or attempted to credit money to an Account.
- (m) **“Debit Transaction”** means any Item, Funds Transfer, or other means by which a withdrawal, transfer, or other transaction (excluding Service Fees) can be made or attempted to debit money from an Account.
- (n) **“Funds Transfer”** means any electronic funds transfer from or into an Account, including through a wire, ACH, or RTP network.
- (o) **“Instruction”** means any directive by or on behalf of Client, whether in oral, written, electronic, or other form.
- (p) **“Item”** means any instrument for the payment of money, including all checks, drafts, bills of exchange, acceptances, and notes, however authorized, as well as any image replacement documents for the foregoing.
- (q) **“Law”** means any federal, state, or local law, rule, regulation, guideline, policy, order, injunction, judgment, decree, ruling, or other similar requirement or directive enacted, adopted, promulgated, or applied by a governmental authority that is binding upon or applicable to a party, and letters or guidelines issued by regulatory authorities. Law includes any Processing Rules.
- (r) **“Loss”** means any and all losses, liabilities, claims, causes of action, demands, suits, proceedings, injuries, costs, expenses (including court costs, disbursements, reasonable legal and professional advisor fees and expenses, and reasonable expenses of investigation), judgments, penalties, charges, fines, and other damages of any nature.
- (s) **“M&T,” “M&T Bank,” “we,” “us,” “our,” and “ours”** mean Manufacturers and Traders Trust Company, unless otherwise specified.
- (t) **“Overdraft Arrangement”** means a line of credit or other account Client has with M&T or its affiliates that is linked to an Account for the purpose of covering overdrafts.
- (u) **“Processing Rules”** means any regulations, rules, guidelines, operating circulars, agreements, specifications, procedures, and policies of any person through which M&T processes Items, Funds Transfers, and other Transactions, such as clearinghouses, Federal Reserve Banks, associations, the ACH network, and the RTP network.
- (v) **“Reasonable Time to Act”** means a reasonable time for a party to act, but not less than two Business Days after the Business Day on which the applicable information or Instruction is received.
- (w) **“RTP”** means TCH’s Real Time Payments system.
- (x) **“Service Fees”** means the fees, charges, and expenses for the provision of Accounts or related services.
- (y) **“TCH”** means The Clearing House.
- (z) **“Transaction”** means a Debit Transaction or Credit Transaction.

The following terms of construction apply to the Agreement: (a) headings are included for convenience of reference only; (b) words importing the singular include the plural, and vice versa; (c) words importing the masculine gender include the feminine and neutral genders; (d) "including," "includes," and comparable terms mean "including without limitation"; (e) "or," as in "A or B," means "A or B or both"; (f) "written," "writing," and comparable terms mean any intentional reduction of information to tangible form by any means as M&T may agree to use or accept; (g) "person" means an individual, corporation, partnership, limited liability company, association, trust, governmental authority, or other entity or organization; (h) "representative" includes a party's affiliates, directors, officers, employees, agents, successors, permitted assigns, and other representatives (including Authorized Representatives); (i) reference to a Law means such Law as amended, any successor Law, and any related rules or regulations; (j) references to any agreement, form, or other document are to that document as periodically amended, modified, or supplemented; (k) "arising out of" (and words of similar import) means arising out of, in connection with, or resulting from; and (l) whenever M&T's consent, authorization, approval, or acknowledgment is required under the Agreement, it may be granted or withheld in M&T's sole and absolute discretion, unless the Agreement provides otherwise.

SCHEDULE 2 – ADDITIONAL PROVISIONS APPLICABLE TO TIME DEPOSIT ACCOUNTS

- (a) A time deposit Account (also referred to as a certificate of deposit) is: (i) non-negotiable and nontransferable; and (ii) consists of entries in M&T's records and systems, whether or not there is a physical certificate reflecting the opening of the Account. Any issued certificate serves merely as a receipt of Account opening; M&T may not require the surrender of the certificate to close the Account; and the existence or possession of the certificate does not indicate that the Account is still open.
- (b) If a time deposit Account matures on a non-Business Day, Client may not be able to withdraw the funds in the Account until the next Business Day.
- (c) A time deposit Account will not earn interest on and after its final maturity date unless such date is a non-Business Day, in which case the Account will earn interest up to, but not including, the next Business Day.
- (d) M&T has no obligation to permit withdrawals from a time deposit Account prior to the maturity date, unless required by Law. M&T may impose an early withdrawal penalty for early withdrawals from time deposit Accounts, unless prohibited by Law. The penalty: (i) may exceed that required by the Board of Governors of the Federal Reserve System; and (ii) may be deducted from the principal remaining on deposit in the Account or the withdrawal, depending on the situation.
- (e) No maturity date of the Account will be changed by any deposit after the opening deposit.
- (f) A time deposit Account (except a Jumbo Certificate of Deposit) will automatically renew on each of its maturity dates: (i) for a period of the same duration (or the closest available duration), unless M&T agrees to a different duration at Client's request; and (ii) at the standard interest rate in effect on the maturity date for the same type of time deposit account with the same term and balance, unless M&T agrees to a different interest rate.
- (g) M&T may close a time deposit Account: (i) on or after the final maturity date; (ii) if the Ledger Balance falls below the minimum required balance; (iii) if M&T pays Client all funds on deposit plus the interest those funds would have earned through the next maturity date; or (iv) if M&T suspects irregular, unauthorized, fraudulent, or illegal activity.

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Availability Disclosure for Commercial Deposit Accounts

Your Ability to Withdraw Funds

Our policy is to make funds that you deposit in your Account at M&T Bank available on the same day, or on the first or second Business Day after the day of your deposit, depending upon the type of deposit, as explained below. Until funds from a deposit are available, the funds may not be withdrawn and we may not use the funds to pay checks drawn on the Account.

Determining the Availability of a Deposit

The availability of your deposit is counted in Business Days from the day of your deposit. Every day is a Business Day except Saturdays, Sundays and federal holidays.

If you make a deposit before our Business Day cutoff time on a Business Day that we are open, that day will be considered the day of your deposit. However, if you make a deposit after our Business Day cutoff time, or at any time on a day that is not a Business Day or is a day we are closed, we will consider the deposit made on the next Business Day we are open.

Our Business Day cutoff times are no earlier than:

- Branch deposits: when the branch closes for business (varies by location).
- M&T ATM Deposits: 8 p.m. Eastern Time ("ET")
- M&T Mobile Banking Check Deposits: 10:00 pm. ET

The availability schedule depends on the type of deposit, as explained below.

Same-Day Availability

Funds from the following deposits are available on the same Business Day as the day we receive the transfer or deposit:

- Cash.
- Wire transfers via Fedwire or CHIPS.
- ACH credit entries in which a party initiates a transfer of funds from its account to your account, including electronic direct deposits such as payroll and Social Security payments; however, funds received for deposit by means of an international ACH transaction (IAT) may not be made available until certain monitoring and review procedures are completed and, therefore, may not be available on the same business day as we receive the transaction.

Next-Day Availability

Funds from the following deposits are available on the first Business Day after the day of your deposit:

- Checks drawn on M&T Bank.*
- U.S. Treasury checks that are payable to your company.
- Traveler's checks.
- Federal Reserve Bank checks, Federal Home Loan Bank checks and postal money orders, if these items are payable to your company.

If the item is payable to your company, and you make the deposit in person to one of our employees, using a special deposit slip available from the customer service representatives at our branch offices, funds from the following deposits are also available on the first Business Day after the day of your deposit:

- Checks drawn by the state or by a unit of the local government in the state in which the deposit is made.
- Cashier's, certified or teller's checks.

*Funds from deposits of checks drawn on M&T Bank, other than controlled disbursement checks, will be available on the same Business Day as the day we receive the deposit to pay checks and certain other items drawn on your Account. (Funds from the deposit of controlled disbursement checks drawn on M&T Bank are available on the first Business Day after the day of your deposit to pay checks drawn on your Account. A controlled disbursement check drawn on M&T Bank is distinguishable from other checks drawn on M&T Bank by its 9-digit routing number located at the bottom of the check. If the routing number on a check drawn on M&T Bank is 021907577, 221370632, 031100173, 031318619 or 055000110, that check is a controlled disbursement check. Checks drawn on M&T Bank that have different routing numbers are not controlled disbursement checks.)

Other Check Deposits

Unless another policy applies by agreement, the availability of funds from the deposit of other domestic checks is as follows.

The availability of funds from deposits of other domestic checks depends on whether the check is a Category A or Category B check. To see whether a check is considered as Category A or Category B, look at the routing number on the check.

- the check has previously been returned unpaid; or
- the check bears multiple endorsements.
- If deposits of checks and other items total more than \$5,525 on any one day.
- If your Account has been overdrawn repeatedly in the last six months and the overdrafts were not paid with funds that were lent under a line of credit account or made available from another deposit account you have with us that is linked to your Account as part of an overdraft arrangement.
- If there is an emergency, such as failure of communications or computer equipment.

M&T will notify you if such an exception hold applies to a check deposited in your Account. The notice will explain when the funds will be available. They will generally be available no later than the fourth day after the day on which they would otherwise have been available.

Holds on Other Funds (Check Cashing; Other Accounts)

If M&T cashes a check which is drawn on another bank, or makes funds from such a check available to you immediately upon deposit, a hold for a corresponding amount may be placed on available funds on deposit in one of your M&T Accounts. The hold will be released on the Business Day on which the funds would have become available according to the schedule set forth above.

Other Exceptions

This availability schedule does not affect M&T's right to refuse to accept an item for deposit or M&T's right to charge your Account or otherwise obtain a refund from you for any item that is not fully paid, regardless of the reason for nonpayment.

Insufficient Funds (NSF) and Overdraft Fees Assessed Based on Balance Available for Withdrawal

Subject to and in accordance with the fee schedule applicable to your checking or savings Account, we will charge an insufficient funds (NSF) fee or overdraft fee if a transaction is presented for payment but you do not have sufficient available funds to cover the transaction. Funds subject to a hold for any reason are not available for withdrawal or payment, including funds pledged as collateral for indebtedness or that are subject to satisfaction of a legal obligation.

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