



Business Banking General Terms and Conditions

These Business Banking General Terms and Conditions (these “**Terms and Conditions**”) govern the provision of cash management and related services Northern Bank & Trust Company (“**Bank**”) provides to a business customer enrolled in those services (“**Customer**”). Customer accepts these Terms and Conditions initially through Customer’s enrollment in Services and later through Customer’s continued use of covered products. Customer represents that all of the entities that Customer has enrolled in Services share at least one Administrator (as defined below).

Bank may change, add to, or delete from these Terms and Conditions, as well as any additional documentation or user materials furnished to Customer. Customer acknowledges Customer’s acceptance of those changes by continuing to use the affected Services.

1. Defined Terms. The following capitalized terms have the meanings given to them below:

“**ACH**” or “**Automated Clearing House**” means any organization that processes electronic payments under the Rules.

“**ACH Agreement**” means Bank’s form of ACH Origination Agreement.

“**Account**” means any deposit account Customer maintains with Bank for business or commercial purposes and designates for use with Services.

“**Account Terms**” means any agreement, terms or conditions that govern an Account.

“**Administrator**” means any individual appointed by an authorized signer on an Account responsible for the maintenance, user authorization and oversight of the Services provided to Customer.

“**Authorized Representative**” means any person Customer authorizes to access or use the Services.

“**Business Day**” means any day that Bank is open for business, usually Monday through Friday, excluding federal holidays and weekends.

“**Business Online Banking**” means the internet and mobile banking platform Bank offers to its commercial customers.

“**Image Exchange**” means the process of exchanging images through a network of member institutions that have agreed to accept electronic images of checks. Image Exchange Items are items processed through the Image Exchange.

“**ISP**” means Internet Service Provider.

“**Item**” means a draft that is payable on demand, drawn on or payable through or at an office of a United States financial institution, and payable or endorsed to Customer, and includes original checks and



Substitute Checks. “Item” does not include non-cash items or items payable in a medium other than United States dollars.

“**Lockbox Agreement**” means Bank’s form of agreement for lockbox services.

“**NACHA**” means National Automated Clearing House Association, a national organization that governs electronic payments processed in the United States.

“**Non-Qualifying Items**” means Items that do not meet Bank’s image requirements.

“**Password**” means all access requirements for Services, including user IDs, passwords and security devices.

“**Rules**” means the rules NACHA maintains to govern the processing of electronic payments through the ACH.

“**Security Procedures**” means all security related instructions, guidelines or processes related to the use of a Service.

“**Services**” means any business banking or cash management service described or covered by these Terms and Conditions or that Bank later makes available to Customer.

“**Substitute Check**” means an image replacement document (IRD) of a check that has been converted into an image of the original item in accordance with applicable law.

“**User Materials**” means any or all written documents provided to Customer related to use of the Services, including user manuals, user guides, operating procedures, quick reference cards, instructions, help content and correspondence.

2. **Services.** If Customer requests a Service, and Bank agrees to provide it, Bank will provide the Service in accordance with these Terms and Conditions and in any additional terms and conditions, agreements, Account Terms or User Materials governing the Service. All Services requested are subject to Bank’s approval prior to commencement of those Services and availability may be denied by Bank at any time for any reason or no reason.
3. **Commencement of Services.** Bank will begin providing the requested Services to Customer if Customer has met Bank’s conditions applicable to provision of the Service. These conditions may include but not be limited to: a) provision of financial statements and tax returns; b) that Bank, Customer and any required third parties have agreed to contract provisions and to the format for all input and output information; and c) that any necessary installation, testing and/or training has been completed.
4. **Eligible Accounts.** Customer will designate Accounts for specific purposes or Services. If Customer fails to designate an Account for a Service, Bank may designate an Account for Customer. If the designation includes the Accounts of more than one entity or in more than one capacity, Customer warrants that Customer is authorized to access those Accounts through the Services in the same manner as Customer’s



own Accounts. Customer will provide Bank with documentation acceptable to Bank, evidencing that authorization and will notify Bank immediately in writing of any change to that authorization.

- 5. Customer Account Administration.** Customer will appoint an Administrator with the authority to determine who will be authorized to use the Services on Customer's behalf. Customer assumes sole responsibility for the actions of the Administrator, the authority he or she gives others to act on Customer's behalf, and the actions of the persons designated by the Administrator to use the Services. If the Administrator designates an Account that requires more than one signature for the withdrawal or transfer of funds, Customer agrees that Bank may act upon any Service instruction that is accompanied by the Password designated by Customer or the Administrator for that Account and Service. Bank will not be bound by any special signature requirements, and Bank may act upon the instructions of any authorized signer. Customer will provide to Bank any instructions relating to changes in Customer's authorized signers, representatives or agents, promptly and in writing.

- 6. Security Procedure.** Customer will comply with the Security Procedures required for each Service selected. Bank may provide Customer with operating procedures or other User Materials and Customer will follow them. Customer acknowledges that the purpose of a Security Procedure is for verification of authenticity and not for the detection of errors (e.g., duplicate instructions or errors in information Customer provide to Bank). Bank is not obligated to detect errors made by Customer, even if Bank takes actions in some cases to detect errors. Customer will a) change temporary passwords that Bank assigns to Customer or the Administrator the first time Customer uses the Service and b) immediately deactivate access to the Services for anyone who has had access to a Password who is no longer employed or authorized by Customer or the Administrator to use the Service. Bank may require Customer to change Customer's Password at any time. Bank may deny access to the Service without prior notice if Bank is unable to confirm (to Bank's satisfaction) any person's authority to access the Service or if Bank believes such action is necessary for security reasons.

Customer will i) comply with Bank's instructions and any User Materials that Bank provides to Customer; ii) take reasonable measures to safeguard the confidentiality and security of the Password, equipment used to access Services, the User Materials and any other property or proprietary information Bank may provide to Customer for the Service; iii) limit access to Customer's Security Procedure, Password and equipment used to access Services to persons who have a need for such access; iv) initiate controls to regularly monitor employee access to the Service; v) notify Bank immediately if Customer has any reason to believe the security or confidentiality required by this provision has been or may be breached; and vi) immediately change the Password if Customer knows or suspects that the confidentiality of the Password has been compromised in any way.

Each time Customer performs a transaction or funds transfer, Customer acknowledges and agrees that commercially reasonable security procedures are in effect. If a Service allows Customer to set transaction limits and establish internal controls, and Customer fails to set limits and implement adequate controls, Customer acknowledges that this failure increases Customer's exposure to, and responsibility for, unauthorized transactions. Customer will be bound by any transfer or payment order Bank receives through the Service if it is submitted with the applicable Security Procedure, even if Customer did not authorize it.



Bank may change the Security Procedures, codes or other devices and processes at any time by giving oral, electronic, or written notice to Customer.

7. Specific Services. Bank may provide the following Services to Customer, subject to Section 3 above and Customer's enrollment in the Services following the Bank's enrollment procedures.

a) Business Online Banking. If Customer requests, and Bank has agreed to provide Business Online Banking services, the following apply:

- i) *Account Funds* . Customer will maintain sufficient available funds in Customer's Accounts. Each request by Customer to make a payment or transfer or to perform another Service will be deemed a representation by Customer that it has sufficient available funds in the Accounts to cover the amount of the payment, transfer or other Service. If Bank is unable to complete a payment or transfer, or perform any other Service, Bank will not notify Customer, unless Bank is required to under applicable law. Customer agrees that Bank may make a payment or transfer, or perform another Service, even if it causes one or more of Customer's Accounts to be overdrawn. Bank will not be liable to Customer or any third party if Bank chooses to make a payment or transfer or to perform a Service.
- ii) *Hardware, Software and Network Requirements.* Customer will provide at its own expense a computer, all software, and necessary telephone lines, internet or other connections and equipment needed to access the Business Online Banking (collectively, the "**Customer IT System**") and an e-mail address. Customer's internet connection and web browser software must support a minimum 128-bit SSL encryption. Customer is responsible for the installation, security, maintenance and operation of the Customer IT System and all related charges. Bank is not responsible for any errors or failures caused by any malfunction of the Customer IT System, hacking or other unauthorized access to the Customer IT System, or any virus or related problems that may be associated with access to or use of the Services or the Customer IT System. Bank is also not responsible for any losses or delays in transmission of information from the use of any Internet, any browser software or ISP.

b) Bill Pay Service. If Customer requests, and Bank has agreed to provide Bill Pay Service, the following apply:

- i) *Regular Payments.* The online bill payment service (the "**Bill Pay Service**") allows Customer to make payments from Customer's designated business checking Account (the "**Bill Pay Account**") to any payee located in the United States. Payments will be subject to per payment and aggregate limits set by Bank. A payment may not be processed if (A) the payment amount exceeds one of the dollar limits, (B) the payment will cause the Bill Pay Account to be overdrawn or (C) the Bill Pay Account has insufficient available funds. The Bill Pay Service may not be used to make (1) tax payments to the Internal Revenue Service or any state or other government agency, (2) court-ordered payments or (3) payments to payees outside the United States. Bank will not be liable to Customer or any third party for failure to make a payment initiated by Customer in violation of this Agreement. Bank



may refuse to make any payment and will notify Customer as soon as is practicable of such refusal. Bank will not be liable to Customer or any third party for any refusal to make a payment.

- ii) Expedited Payments.* Customer may request that payments be made on an expedited basis through one of two methods: expedited electronic payment or expedited payment by overnight checks. The following additional terms apply to such expedited payments: (A) a fee will be charged for the service, as disclosed in the then current applicable fee schedule; and (B) it is not possible to cancel or stop expedited payments given the compressed processing times. Expedited electronic payments are limited by the cut-off time established by the payee for accepting same day payments.
- c) Remote Deposit Capture.** If Customer requests, and Bank has agreed to provide Remote Deposit Capture Services, the following apply:

 - i) Customer will capture digitized images of Items using the software and equipment provided by or through Bank or other software and equipment acceptable to Bank and will ensure that the output files are compatible with the Service. Any software necessary will be maintained by Customer, except as the parties may otherwise agree in writing, and must meet technical specifications acceptable to Bank.*
 - ii) Any image of a check that is transmitted for deposit must accurately and legibly provide all the information on the front and back of the check prior to being scanned. The scanned image of the check transmitted must accurately and legibly provide the following information: (A) the information identifying the drawer and the paying bank that is preprinted on the check, including complete and accurate MICR information and the signature(s); and (B) Payee information placed on the check prior to the time an image of the check is captured and properly endorsed on the back of the check.*
 - iii) Customer will submit Items for processing to Bank that meet the ANSI X9.37 standards for image quality required by Regulation CC, or other standards established by Bank or applicable law. Bank's processing of any Non-Qualifying Items will not constitute a waiver by Bank or obligate Bank to process such Non-Qualifying Items in the future. Bank may discontinue processing of Non-Qualifying Items at any time, without cause or prior notice.*
- d) Online Wire Transfer.** If Customer requests, and Bank has agreed to provide Online Wire Transfer Services, the following apply:

 - i) Customer represents and warrants to Bank that the names of the Authorized Representatives and the Account numbers from which they are authorized to confirm wire transfers were correctly provided to Bank using Bank's enrollment procedures. To add or delete Authorized Representatives or change the authorized Accounts, Customer will submit the change to Bank using Bank's change procedures. Bank will not be bound by any changes until Bank has received them and had time to act on them.*



- ii) Customer agrees that the following Security Procedure will apply to electronically submitted wire transfer requests and that this procedure is a commercially reasonable method of providing security against unauthorized payment orders:

An Authorized Representative will issue wire transfer requests to Bank by transmitting a request via Business Online Banking. Upon receipt of the request, Bank will telephone an Authorized Representative on a recorded line, at the telephone number Customer previously designated to confirm wire transfer requests. Bank will have no responsibility to confirm the identity of a person identifying himself or herself as an individual authorized to receive the call back other than to confirm that the name given by that person matches the name of an Authorized Representative. If Bank attempts to confirm authorization and for any reason is not satisfied that the wire transfer request was issued or authorized by an Authorized Representative or properly confirmed, Bank may refuse to execute the wire transfer request.

Customer will prevent any disclosure, except on a “need to know” basis, of any aspects of these Security Procedures, or any other Security Procedures. Customer will notify Bank immediately if the confidentiality of these Security Procedures is compromised and Customer will act to prevent the security procedures from being further compromised.

The sole purpose of these Security Procedures is to determine the authenticity of wire transfer requests. Customer is solely responsible for the accuracy of the content of each wire transfer request and its transmission to Bank. Customer will assume all risk of loss or damage resulting from error, delay or default in transmission or delivery of messages in execution of the transfer or from unsettled political conditions or other causes beyond Bank’s control.

Customer and Bank agree that wire transfer requests received by Bank are effective as the wire transfer request of Customer, whether or not authorized, if Bank accepted the wire transfer request in compliance with the above Security Procedures.

- iii) Customer will have no right to cancel or amend a wire transfer request after it has been received by Bank, but Bank will make a reasonable effort to act on Customer’s request for cancellation or amendment prior to the time that Bank executes the wire transfer but will have no liability if the transfer is not cancelled or amended.

- e) **ACH Origination.** If Customer requests ACH services, and Bank agrees to provide them: i) Customer will comply with the Rules; and ii) Customer must enter into an ACH Agreement with Bank in accordance with the Rules. In the event of any conflict between these Terms and Conditions and the ACH Agreement, the ACH Agreement will control.

- f) **External Transfers Service.** If Customer requests, and Bank has agreed to provide External Transfers Service, the following apply:

- i) Transfers between Customer’s business accounts with Northern Bank and business accounts at other financial institutions will be accomplished through an ACH debit against the account funds



are being transferred from and an ACH credit to the account funds are being transferred to. This Service is not available for transfers to or from consumer accounts.

- ii)* Customer's accounts maintained at other financial institutions are accessible through Business Online Banking only if they are business checking or savings accounts. Customer must provide Bank the name of the institution, the routing-transit number, as well as the account number.
 - iii)* Funds from transfers with other institutions will be available for withdrawal in accordance with the funds availability policy of the institution holding the account that received the funds. External transfer credits to Customer's Northern Bank account will be available no later than the Business Day after the Bank receives finally collected funds. Funds are generally finally collected by the third Business Day after the day of transfer.
- g) Cash Consolidator.** If Customer requests, and Bank has agreed to provide its Cash Consolidator Service, the following apply:
- i)* Customer represents and warrants to Bank that the Authorized Representatives enrolled using the Bank's enrollment process are authorized to use this Service and access the related Accounts. To add or delete Authorized Representatives or change the authorized Accounts, Customer will submit the change to Bank using Bank's change procedures. Bank will not be bound by any changes until Bank has received them and has had time to act on them.
 - ii)* Customer is responsible for establishing and maintaining connections to external bank accounts through the Service. Customer is responsible for entering and maintaining the authentication information required to establish and maintain these connections. Bank will have no responsibility or liability that may result from Customer entering incorrect external connection information or Customer failing to keep it up to date.
 - iii)* Customer is responsible for establishing and maintaining store records in the Service, including identifying which external bank account and which Accounts are related to a given store. Customer is responsible for entering and maintaining the store configuration information and maintaining the accuracy of this configuration. Bank will have no responsibility or liability that may result from Customer entering incorrect store configuration information or Customer failing to keep such information up to date.
 - iv)* The Cash Consolidator Service executes periodic ACH transfers from external bank accounts into Accounts based on parameters set by the Customer. Customer agrees that ACH transfers initiated through Cash Consolidator service are initiated at Customer's request and will be treated no differently than any other ACH transfers initiated by customer through Business Online Banking. Customer further agrees that the ACH Agreement will apply to ACH transfers executed via the Cash Consolidator Service.
 - v)* While Bank endeavors to ensure the accuracy of the balance and transaction data made available in Cash Consolidator, Bank will not be responsible for any inaccurate balance or transaction data



presented in Cash Consolidator, including but not limited to external account balance information that results in an ACH transfer failing or over-drawing the external account.

h) ACH Positive Pay. If Customer requests, and Bank has agreed to provide ACH Positive Pay Services, the following apply:

- i)* Customer will establish ACH payment rules for all ACH Items by Customer, which will include each ACH debit originator, its ACH identifier, the transaction type and debit amount limits, if any. Customer may, via Business Online Banking, amend, modify, or rescind any such ACH payment rules, based on one or more of the criteria identified as available and set by Bank, at any time and during the period that Bank provides ACH Positive Pay Services. Bank will have the right to rely on all ACH payment rules until Bank receives notice from Customer via Business Online Banking that the ACH payment rules have been amended, modified, or rescinded. In the absence of ACH payment rules for any ACH debit originator, Bank will report and handle ACH debit Items from such ACH debit originator as exception ACH Items.
- ii)* Bank will compare each presented ACH debit Item, by ACH debit originator, its ACH identifier, transaction type and debit amount, to the ACH payment rules, as then in effect. Bank will pay and charge to the enrolled Account each ACH Item that matches an ACH payment rule to “pay.” Bank will provide to Customer an exception report that indicates whether Bank has received any exception ACH Items and, if so, specifies the ACH debit originator, ACH identifier, transaction type and debit amount of any exception ACH Items. An Authorized Representative must log onto Business Online Banking each Business Day to retrieve the exception report.
- iii)* If Customer establishes an ACH payment rule for the exception ACH Item, Bank may pay and charge to the authorized Account the matching exception ACH Item, unless Customer otherwise instructs Bank to reject the exception ACH Item in a properly submitted return request. The return request will identify each exception ACH Item that Customer desires not to pay, including the ACH debit originator, ACH identifier, transaction type and debit amount. The return request will be sent to Bank via Business Online Banking on the date of receipt of an exception ACH Item report. Bank will reject any exception ACH Item that Customer instructs Bank to return. If Customer takes no action and does not submit a return request or establish an ACH payment rule regarding an ACH debit Item, by the deadline, Customer is deemed to have instructed and authorized Bank to return all exception ACH Items.

i) Positive Pay – Checks. If Customer requests, and Bank has agreed to provide Positive Pay Services, the following apply:

- i)* Customer will submit to Bank, upon enrollment in the Positive Pay Service, a check issue report of all existing outstanding checks drawn on the enrolled Account. Customer will submit the check issue report to Bank on a Business Day and prior to issuing a check for payment. If Customer chooses to submit a check issue report on a day that is not a Business Day, the report will be considered as submitted on the next Business Day. Customer will send the check issue report to



Bank by using Business Online Banking to upload the report. Customer will submit modifications to the check issue report to Bank on a Business Day and by using the Positive Pay feature of Business Online Banking. If Business Online Banking is unavailable, alternate procedures may be followed as specified by Bank.

- ii) Bank will compare each presented check by check number, issue date and amount against each check issue report received by Bank. Bank may pay and charge to the enrolled Account each presented check that matches by check number, amount, and issue date a check shown in any check issue report. Bank will provide to Customer an exception check report that indicates whether Bank has received any exception checks and, if so, specifies the complete check number, amount, and issue date of any exception checks. Customer must provide a decision on exception checks before the deadline via Business Online Banking. If Customer takes no action by the deadline, Customer is deemed to have instructed and authorized Bank to return all exception Items.
 - iii) Bank will pay and charge to the enrolled Account each in-person check that matches by check number and amount a check shown in any check issue report. Bank will not pay and charge to the enrolled Account any in-person check that does not match by check number, issue date and amount a check shown in any check issue report. Whenever Bank refuses to pay such an in-person check, the presenter will be instructed to contact Customer.
 - j) Zero Balance Account.** If Customer requests, and Bank has agreed to provide Zero Balance Account Services, Customer will designate an Account as a concentration account linked to sub-account(s) with a target balance of zero or such other agreed upon amount. Excess funds in the sub-account are swept nightly to the concentration account. If there is a deficit in the sub-account, funds are swept from the concentration account to the sub-account.
 - k) Reconciliation Service.** If Customer requests, and Bank has agreed to provide, full account reconciliation, and partial account reconciliation or deposit reconciliation, the following apply:

 - i) *Full Reconciliation.* Customer will provide Bank with Customer's check issuance data file and Bank will Customer with one or more reports regarding Customer's Account activity.
 - ii) *Partial Reconciliation.* Bank will provide Customer with information about the checks that have paid against Customer's Account.
 - iii) *Deposit Reconciliation.* Bank will provide Customer with a report of deposits to Customer's Account.
- All reconciliation reports will be provided solely through Business Online Banking. Customer must use only checks and deposit slips that meet Bank's specifications and must provide Bank with a sample of Customer's checks and deposit slips upon request.
- l) Insured Cash Sweep.** If Customer requests, and Bank has agreed to provide Insured Cash Sweep Services: i) Customer must execute a deposit placement agreement in a form provided by Bank's



deposit placement service provider; and ii) Customer will comply with that deposit placement agreement. In the event of any conflict between these Terms and Conditions and any deposit placement agreement, the deposit placement agreement will control.

m) Investment Sweep. If Customer requests, and Bank has agreed to provide Investment Sweep Services, the following apply:

- i)* Upon enrollment in the Service, Customer will be deemed to have appointed Bank, as its agent, to open and maintain an investment account that is invested in United States Government obligations or obligations of U.S. Government Agencies held in a commingled Account maintained by Bank with the Federal Home Loan Bank of Boston for the benefit of Bank's Investment Sweep Services customers. Each Business Day, Bank will transfer any excess collected funds over the maintenance balance specified by the Customer (in the manner prescribed by Bank) to an investment account.
- ii)* Bank is acting as the agent of Customer and in the event of a conservatorship or receivership of Bank, Customer will have the right to direct Bank, in writing, to sell the securities and apply the proceeds in satisfaction of Bank's liability.
- iii)* Securities held in the investment account are not classified as deposits insured by the Federal Deposit Insurance Corporation within the meaning of 12 U.S.C. § 1813(l). All fees and credits associated with the maintenance of a business checking Account are applicable.
- iv)* Investments are NOT INSURED by the FDIC or any other federal government agency, may lose value, are not guaranteed by Northern Bank & Trust Company or its subsidiaries, and are not a Bank deposit.

n) Lockbox Services. If Customer requests, and Bank has agreed to provide Lockbox Services, Customer must execute a Lockbox Agreement. In the event of any conflict between these Terms and Conditions and the Lockbox Agreement, the Lockbox Agreement will control.

o) Cash Handling. If Customer requests, and Bank has agreed to provide Cash Handling Services, the following apply:

- i)* Customer will enter into a cash/coin transport service agreement (the "**Cash Transport Contract**") with an armored car provider (the "**Provider**"), acceptable to Bank, that allows Customer to order cash and coin for delivery (a "**Change Order**") to Customer's premises and allows Customer to have excess cash and coin removed from the Customer's premises for eventual deposit into Customer's Account at Bank.
- ii)* Bank will maintain cash inventories with Provider capable of servicing Customer's locations and Bank will maintain sufficient quantities of appropriate currency denominations in each inventory to support Customer's typical volume of Change Orders. Bank will establish and maintain an electronic file sharing integration with Provider to enable Bank to receive from Provider, on Customer's behalf, notification of Change Orders to be delivered to Customer's Locations and Cash



Deposits picked up by Provider from Customer's locations for deposit into Customer's Account with Bank.

- iii)* Bank will debit Customer's Account for the full value of a Change Order on the Business Day following the day that Customer places a Change Order via Provider's online portal. Bank will credit Customer's Account for the full value of Cash Deposits received and verified by provider on the next Business Day after Provider receives and verifies a Cash Deposit into Bank's cash inventory maintained by Provider. In the event of a discrepancy between the requested Change Order, and the actual amount of currency received by Customer, Customer will handle this discrepancy directly with Provider. Once the discrepancy has been resolved, Bank will debit/credit Customer's Account(s) based on the updated information Provider provides to Bank. Bank will debit Customer's Account for the Cash Handling Service Fees monthly.
 - iv)* Customer will pay to Bank the fees associated with the Services and maintain, and comply with all terms and conditions of, the Cash Transport Contract with Provider, including but not limited to paying all fees and charges. Customer will take appropriate security measures to ensure that only authorized personnel have access to the cash/coin being handled by Provider under a Change Order.
- p) Smart Safe.** If Customer requests, and Bank has agreed to provide Smart Safe Services, the following apply:
- i)* Customer will enter into a cash manager service agreement (the "**Safe Provider Contract**") with a Safe Provider that allows Customer to deposit currency into a Safe Provider safe located at one of Customer's facilities ("**Smart Safe**") and have currency deposited into that safe be electronically validated as the currency is inserted into the safe. Customer has elected to have Safe Provider provide to Bank an electronic file transmission ("**Smart Safe Feed**") received from a Smart Safe reporting the purported value of all currency accepted into the currency validating portion of the applicable Smart Safe since the transmission of the last Smart Safe Feed.
 - ii)* Bank will accept from Safe Provider, on Customer's behalf, the file transmission known as the Smart Safe Feed. For each Business Day that a Smart Safe Feed is received by Bank, Bank will provisionally post to Customer's designated deposit Account(s) on the next Business Day, an amount equal to the purported value of all currency accepted into the applicable Smart Safe, even if the Smart Safe Feed is received before such funds arrive at Bank or the Safe Provider's vault location. In the event of a discrepancy between the currency reported in the Smart Safe Feed and the currency actually received by Bank, Customer authorizes Bank to make adjustments to the designated deposit Account, or, if insufficient funds are available in the designated deposit Account, other Accounts maintained by Customer at Bank, in order to correct the discrepancy by either increasing or decreasing, as applicable, the amount of the previous provisional credit based on the nature of the discrepancy.



- iii) If Safe Provider is unable to collect the currency deposited into the Smart Safe, Customer authorizes Bank to put a hold on the equivalent quantity of funds previously credited to Customer's Account until such time as Bank receives funds or Customer and Bank are reimbursed for the uncollected funds by the safe contents insurance provider. In the event sufficient funds are unavailable in Customer's Accounts with Bank, Customer will reimburse Bank for any funds previously credited by Bank to Customer's Account, no later than two Business Days after Customer receives reimbursement from its safe contents insurance provider.
 - iv) Customer will pay the fees associated with the Services and maintain, and comply with all terms and conditions of, the Safe Provider Contract, including but not limited to paying all fees and charges. Customer will take appropriate security measures to ensure that only authorized personnel have access to the Smart Safe. Customer will establish and maintain a valid safe contents insurance policy, with coverage of at least \$25,000 for loss or destruction of the currency held in the Smart Safe. Risks covered must include theft, burglary and natural disasters.
 - v) Customer's access to the Smart Safe offered by Safe Provider requires it to use special equipment (i.e., Smart Safe) and related software provided to it by Safe Provider. Customer agrees that Safe Provider is acting as Customer's agent in the delivery of cash and will assume full responsibility and liability for, and will indemnify Bank and hold it harmless from, any failure of Safe Provider to comply with the terms of the Safe Provider Contract. Bank will not be liable for any losses or additional costs incurred by Customer as a result of any error by Safe Provider or a malfunction of equipment provided by Safe Provider.
- 8. Service Availability and Cutoffs.** Some Services are subject to processing cutoff hours set forth below or in an ACH Agreement or Lockbox Agreement (as applicable). Transactions or other information received after the cutoff hour or on a non-Business Day will be deemed received as of the next Business Day. All cutoff hours are in eastern time (ET).
- a) **Remote Deposit Capture:** Deposits will be processed on each Business Day and will post that same day if deposits are received before 7:00 p.m. (ET). Deposits received after 7:00 p.m. (ET) will be posted the following Business Day.
 - b) **Wires:**
 - i) Domestic wire transfers requested before 4:00 p.m. (ET) on a Business Day will be processed on that day. Any domestic wire transfer request received after 4:00 p.m. (ET) on a Business Day or a day that is not a Business Day may not be processed until the next Business Day.
 - ii) Foreign wire transfers requested before 3:00 p.m. (ET) on a Business Day will be processed on that day. Any foreign wire transfer request received after 3:00 p.m. (ET) on a Business Day or a day that is not a Business Day may not be processed until the next Business Day.



- c) **ACH Originations:** ACH originations must be processed within the time frames set forth in the ACH Agreement.
 - d) **ACH Positive Pay:** Bank will send the exception report on any Business Day that there are exception ACH Items by 8:30 a.m. (ET) via Business Online Banking. The return request must be sent to Bank via Business Online Banking on the date of receipt of an exception ACH Item report prior to 3:00 p.m. (ET).
 - e) **Positive Pay – Check:** The deadline for submitting a file is 7:00 p.m. (ET). Customer is responsible for ensuring that a check issue file is uploaded via Business Online Banking no later than on the day the check is issued. Checks not included in the check issue file will be presented as exceptions. Bank will send the exception check report, on any Business Day that there are exception items, by 9:00 a.m. (ET), via Business Online Banking. Authorized online banking users have until 11:30 a.m. (ET) to decide to return or pay exception items.
 - f) **Lockbox Services:** Lockbox Services will be processed within time frames to be established by Bank at the time of implementation.
9. **Transaction Limits.** Bank may establish transaction limits for certain Services and assign them to Customer. If at any time there is an adverse change in Customer’s financial condition, Customer will immediately provide written notice to Bank. Bank may require that Customer provide further financial information acceptable to Bank (including but not limited to financial statements and tax returns) or Bank may change the transaction limits for Customer.
10. **Fees, Charges and Payment Obligations.** Customer will pay to Bank the fees established for the Services, including but not limited to those fees specified on the Northern Bank Cash Management Fee Schedule and those fees contained on Bank’s Schedule of Deposit Fees – Business Banking. To the extent there are direct inconsistencies between the fees on the Northern Bank Cash Management Fee Schedule and the Schedule of Deposit Fees – Business Banking, the fees set forth in the Northern Bank Cash Management Fee Schedule will control. Bank may amend Service pricing and Customer acknowledges that certain prices are subject to change without prior notice. Special or additional services performed at Customer’s request will be subject to additional terms and fees. Customer will pay the fees charged for the services provided. In addition to Service fees, Customer will pay for any taxes, tariffs and assessments levied or imposed by any government agency in connection with the Services or these Terms and Conditions (excluding any income tax payable by Bank). Bank may send a bill to Customer or charge the fees directly to Customer’s Account with Bank. Customer is responsible for the costs of any communication lines and any data processing charges payable to third parties.
11. **Equipment.** Bank may provide Customer with equipment that Customer can use to transmit data and instructions to Bank. Customer is responsible for maintaining any equipment or software that is necessary for online or web-based services and communications, such as telephones, terminals, modems and computers. Customer must provide and properly install all required equipment and must maintain the equipment in good working order. Customer accepts full responsibility for the security and confidentiality



of all matters related to the equipment. Bank is not responsible for the installation or setup of any equipment. Bank does not guarantee access to any Services from all computers, modems or communication software packages. Customer will use equipment and software that are compatible with Bank's programs, systems and equipment, which may change. Bank assumes no responsibility for defects or incompatibility of any computers or software that Customer use in connection with Bank's services, even if Bank has previously approved their use.

Customer will notify Bank promptly if any software or hardware Bank has provided to Customer becomes defective. At Bank's election, Bank may replace or repair defective software or hardware.

Where applicable for a Service, Bank may grant to Customer a non-exclusive, non-transferable license to use licensed software and documentation on computer central processing units owned or controlled by Customer for Customer's own internal operations. The licensed software, the documentation, and all copies remain Bank's exclusive property. Customer will have no right, title, or interest in that software and documentation, except as expressly set forth in a written agreement between Customer and Bank. Customer may not assign, sublicense or otherwise transfer a sublicense to any other person or entity, whether voluntarily, involuntarily, or by operation of law. Customer is the owner of all data that is supplied to Customer for processing in connection with any Service Customer selects. Customer will promptly return all copies of the software, equipment provided by Bank and User Materials, to Bank upon termination of the Service or agreement.

12. Reliance on Third Parties. Bank's ability to provide certain Services is dependent upon Bank's ability to obtain or provide access to third party vendors and networks. In the event any third party is unavailable or Bank determines, in its sole discretion, that Bank cannot continue providing any third-party network access, Bank may discontinue the related Service or may provide the Service through an alternate third party. To provide these Services to Customer through this type of arrangement, Customer authorizes Bank to disclose information on Customer's Accounts and services to the affiliate or third party that provides the Services.

13. Use of Agents. Customer assumes sole responsibility for any actions performed on Customer's behalf by Customer's agents or contractors. Customer agrees that Bank has no duty to monitor, detect or report any errors, omissions, or unlawful activities by Customer's agents or contractors, even if such agents or contractors are required to use a particular Service. Customer agrees that Bank may rely on instructions, data, or any documentation provided to Bank by Customer's designated agents or contractors.

14. Unauthorized Access. Customer understands and agrees that while Bank and Bank's service providers have established certain security procedures, such as firewalls and data encryption designed to prevent unauthorized access to Customer's Accounts or transactions, there can be no assurance that inquiries or transaction activity will be completely secure. Customer acknowledges that access to Services may not be free from delays, malfunctions, or other inconveniences generally associated with electronic



communications. Customer is responsible for implementing standard precautions to keep Customer's information systems secure and free from malware.

15. Honoring Transactions. Customer will indemnify and hold Bank harmless for actions Bank takes in accordance with Customer's instructions, even if Bank varies from Bank's standard procedures in honoring Customer's instructions. Nothing in this provision obligates Bank to honor, either in whole or in part, any transaction or instruction that a) is not in accordance with these Terms and Conditions or any other agreement between the parties; b) Bank has reason to believe Customer did not authorize; c) exceeds any transaction limit, funding limit, or daily limits imposed by Bank on Customer's transactions; d) exceeds Customer's collected and available funds with Bank; e) involves funds that are subject to a hold, dispute, or legal process that prevents withdrawal; f) violates any provision of any applicable risk control program of the Federal Reserve Board, or any rule or regulation of any federal or state regulatory authority; or g) Bank otherwise has reasonable cause not to honor. Customer is responsible for, and Bank may rely upon, the accuracy and authenticity of all data and other information furnished to Bank by Customer's employees and agents. Bank may rely on any data or information furnished to Bank using a Security Procedure that identifies Customer.

16. Information Processing and Reporting. Bank's Services require Bank to receive, process and report information. Bank is not responsible for determining the accuracy, timeliness or completeness of any information that Customer or others provide to Bank. Bank will not have a duty to interpret the content of any data transmitted to Bank, except to the limited extent set forth in these Terms and Conditions. Unless otherwise agreed in writing, Bank will not be required (by means of any Security Procedure or otherwise) to detect errors in the transmission or content of any information Bank receives from Customer or third parties.

Customer acknowledges that it is not possible for the Services to be totally free from operator, programming or equipment error, and that errors in processing and compiling data may occasionally occur (e.g., due to the failure of others to provide accurate information or telecommunication failures). Customer will review and verify all results and maintain adequate controls for insuring both the accuracy of data transmissions and the detection of errors. Customer will maintain adequate backup files of the data Customer submit for a reasonable period to facilitate any needed reconstruction of Customer's transactions (e.g., due to a telecommunication failure). If Bank is unable to provide a Service for any reason, Bank will promptly inform Customer of such unavailability and take reasonable steps to resume processing.

17. Claim of Loss. Customer will cooperate with Bank in the investigation of any loss claims due to forgery, alteration, unauthorized access or unauthorized withdrawal. Customer will provide Bank with an affidavit containing information about the transaction and the circumstances surrounding the loss. Customer agrees that Bank may take a reasonable period to investigate Customer's claim. Customer will immediately or, in any event, 30 calendar days following the date that Bank first notifies Customer of the transaction, notify Bank of any error or discrepancy between Customer's records and any notice or statement from Bank, or any transaction or transfer Customer believes was not authorized. Customer will notify Bank immediately



of any claim Customer has or any claim that is made to Customer by a third party, of any acts or omissions on Bank's part relating to any Service that has caused Customer or the third-party damage.

18. Compliance with Law. Customer will comply with all laws, rules, and regulations applicable to Customer, to the business and operation of Customer's business, and to the Services. Customer will have the responsibility to fulfill any compliance requirement or obligation that Bank and/or Customer may have with respect to the Service under all applicable U.S. federal and state laws, regulations, rulings, including but not limited to any such laws, regulations or rules relating to anti-money laundering, including but not limited to, the federal Bank Secrecy Act, the USA PATRIOT ACT, relevant regulations of the U.S. Treasury Department or the Office of Foreign Assets Control (OFAC), the Uniform Commercial Code and any rules established by an Image Exchange network through which Image Exchange Items are processed pursuant to these Terms and Conditions. Customer agrees that Customer will not (and Customer will have appropriate procedures and monitoring in place to assure that Customer's employees and agents do not) use Bank's Services a) for any purpose that is unlawful, abusive, harassing, libelous, defamatory, obscene or threatening, or b) to engage in any businesses or activities that Bank determines in its sole and absolute discretion would present elevated risk to, or imply additional compliance obligations, on Bank.

19. Termination.

a) Termination of Services. Customer or Bank may terminate any Service, with or without cause, by giving 30 days prior written notice to the other party. Specific Services may require minimum contract terms or termination fees.

b) Termination of Agreement. Customer may terminate these Terms and Conditions at any time. Termination will be effective on the second Business Day following the day of Bank's receipt of written notice of termination or such later date as is specified in that notice. Bank reserves the right to terminate these Terms and Conditions immediately with or without providing notice of termination to Customer. Any termination of these Terms and Conditions will not affect any rights or obligations of the parties that arise prior to termination or that survive termination.

c) Service Amendments. Bank may add, delete or change the features or functions of the Services, at any time, in Bank's sole discretion. If Bank deems it reasonably practicable to do so and if the change adversely affects Customer's usage of the Services, Bank will notify Customer of the change in advance. Otherwise, Bank will notify Customer of the change as soon as reasonably practicable after it is implemented, which notice may be given electronically.

20. Disclaimer. BANK'S REPRESENTATIONS, WARRANTIES, OBLIGATIONS AND LIABILITIES, AND CUSTOMER'S RIGHTS AND REMEDIES, SET FORTH IN THESE TERMS AND CONDITIONS ARE EXCLUSIVE. BANK AND ITS LICENSORS HEREBY DISCLAIM, AND CUSTOMER HEREBY WAIVES AND RELEASES BANK, ITS LICENSORS AND ITS AND THEIR RESPECTIVE OWNERS, OFFICERS AND EMPLOYEES FOR ALL OTHER REPRESENTATIONS, WARRANTIES OF ANY NATURE, OBLIGATIONS AND LIABILITIES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY AND ALL DOCUMENTS, SERVICES, INFORMATION,



ASSISTANCE, SOFTWARE PRODUCTS, OR OTHER MATTERS PROVIDED FOR UNDER THESE TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A SPECIFIC USE, PURPOSE OR APPLICATION, OR OTHER IMPLIED CONTRACTUAL WARRANTY; (B) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE; (C) ANY WARRANTIES OF TIMELINESS OR NON-INFRINGEMENT; AND (D) ANY OTHER WARRANTY WITH RESPECT TO QUALITY, ACCURACY OR FREEDOM FROM ERROR. NOTWITHSTANDING THE GENERALITY OF THE FOREGOING, NEITHER BANK NOR ITS LICENSORS WARRANT THAT THE SERVICE WILL BE ERROR-FREE OR THAT ITS OPERATIONS WILL BE UNINTERRUPTED.

21. Bank's Liability. Bank will be liable to Customer only for damages arising directly from Bank's intentional misconduct or gross negligence in the performance of services. Without limiting the foregoing, Bank will not be liable to Customer for any of the following: a) any damages, costs or other consequences caused by or related to Bank's actions that are based on information or instructions that Customer provided to Bank; b) any unauthorized actions initiated or caused by Customer or Customer's employees, representatives, or agents; c) the failure of third parties or vendors to perform satisfactorily, other than persons to whom Bank has delegated the performance of specific obligations provided for in these Terms and Conditions; i) any errors, failures, or malfunctions of Customer's equipment, or for any malware or related problems that may occur with Customer's use of a Service; d) any delays, disruptions or failures of service providers (excluding Bank); e) unavailability of third-party network or system, or Customer's access to any network, or any services Customer receives from third party vendors; f) any refusal by Bank to execute a wire transfer; or g) failure or errors on the part of ISPs, telecommunications providers or any other party's own internal systems. Bank's maximum liability is the lesser of Customer's actual damages proved, or the amount of the transaction reduced by an amount which could not have been realized using ordinary care; *provided, that, except for losses caused by Bank's own gross negligence or willful misconduct, Bank's liability for any losses arising during any twelve (12) month period, whether for breach, negligence, or infringement, in tort or otherwise, will be limited to the average monthly charge for the Services in question for the six (6) month period preceding the date of loss; provided further that, Bank's sole liability for any reporting errors caused by Bank will be to reprocess the information for the period in question and to provide corrected reports (to the extent practicable) at Bank's own expense.* In no event will either party be liable to the other for any consequential, indirect, incidental, special, exemplary or punitive damages, including but not limited to any loss of use or loss of business, revenue, profits, opportunity or goodwill, under any theory of tort, contract, indemnity, warranty, strict liability or negligence, even if such party has been advised of, or should have known of the possibility of, such damages.

The amount of any claim Customer has against Bank in connection with any Account or transaction is subject to reduction on the basis of Customer's negligence or failure to use reasonable care, the extent to which damages could not be avoided by Customer's use of ordinary care and reasonable commercial standards, and Customer's failure to comply with Customer's notice and reporting requirements under these Terms and Conditions. Customer will pursue Customer's rights under any insurance policy Customer maintains in connection with any loss and to provide Bank with coverage information. Customer further agrees that Bank's liability will be reduced by the amount of any insurance proceeds Customer receives or is entitled to receive. If Bank reimburses Customer for a loss that is covered by insurance, Customer will



assign Customer's rights under the relevant insurance policy to Bank. Any claim, action or proceeding by Customer to enforce the terms of these Terms and Conditions or to recover for any loss must be commenced within one year from the date that the event giving rise to the claim, action or proceeding first occurs. Unless prohibited by law, Customer will reimburse Bank for any liability, losses and expenses Bank may incur in connection with Customer's Accounts or Services. This section will survive termination of these Terms and Conditions and all Services.

22. Representations and Warranties. In contracting for Accounts and Services, Customer represents and warrants that a) Customer has the authority to accept, and perform under, these Terms and Conditions for itself and any other entities enrolled by Customer in any Services; b) the performance of Customer's obligations under these Terms and Conditions will not constitute or result in a breach of Customer's organizational or governing documents, or the provisions of any material contract to which Customer is a party or by which Customer is bound, or result in the violation of any law, regulation, judgment, decree or governmental order applicable to Customer (including but not limited to any licensing requirements) or result in a breach of, constitute a default under, or require any consent under any agreement or instrument to which Customer is a party or by which Customer is bound; and c) all approvals, including approvals relating to other entities Customer has enrolled in any Services, required to permit Customer's acceptance, performance and consummation of these Terms and Conditions and the transactions contemplated under these Terms and Conditions have been obtained.

23. Customer Indemnification. Customer will indemnify and hold harmless Bank, Bank's licensors and providers of Services, and their respective directors, officers, shareholders, employees and agents, against any and all third party suits, proceedings, claims, demands, causes of action, damages, expenses (including but not limited to reasonable attorneys' fees and other legal expenses), liabilities and other losses that result from or arise out of: a) the wrongful acts or omissions of Customer, or any person acting on Customer's behalf, in connection with Customer's use of Services under these Terms and Conditions, including but not limited to i) the breach by Customer of any provision, representation or warranty of these Terms and Conditions or the breach of an agreement with Customer's agents or service providers, ii) the negligence or willful misconduct (whether by act or omission) of Customer or Customer's customers or any third party on Customer's behalf, iii) any misuse of the Services by Customer, or any third party within the control of, or on behalf of, Customer, iv) Customer's failure to comply with applicable state and federal laws and regulations, or v) any fine, penalty or sanction imposed on Bank by any clearing house, or any governmental entity, arising out of or connected with any Item (or any Image Exchange Item) processed by Bank for Customer or at Customer's instruction; b) any act or omission of Bank that is in accordance with these Terms and Conditions or instructions from Customer, c) actions by third parties, such as the introduction of malware, that delay, alter or corrupt the transmission of any data to Bank; d) any loss or corruption of data in transit from Customer; e) any claim by any recipient of a Substitute Check corresponding to an Item processed by Customer under these Terms and Conditions that such recipient incurred a loss due to the receipt of the Substitute Check instead of the original check; or f) any claims, loss



or damage resulting from Customer's breach of, or failure to perform in accordance with, the terms of these Terms and Conditions.

24. Miscellaneous.

- a) **Assignment.** Customer may not assign its rights or obligations under these Terms and Conditions without Bank's prior written consent. Bank may subcontract any of the work, services, or other performance required of Bank under this contract without Customer's consent.
- b) **Notices.** Notices to Bank must be in writing and delivered to the address set forth below. Notices to Customer must be in writing and delivered to the address Customer designates through the enrollment process established by Bank.

Northern Bank & Trust Company
275 Mishawum Road
Woburn, MA 01801

All notices under these Terms and Conditions will be deemed given on the date of delivery (A) by a nationally recognized overnight courier, or (B) by certified mail, return receipt requested.

- c) **Force Majeure.** Neither party will be liable to the other for any delay or interruption in performance as to any obligation in these Terms and Conditions resulting from governmental emergency orders, judicial or governmental action, emergency regulations, sabotage, riots, terrorist action, vandalism, labor strikes or disputes, acts of God, fires, electrical failure, major computer hardware or software failures, equipment delivery delays, acts of third parties, or delays or interruptions in performance beyond its reasonable control.
- d) **Amendments.** Bank may amend these Terms and Conditions at any time and as determined in Bank's sole discretion and without prior notice to Customer. These Terms and Conditions will not be more strongly construed against either party, regardless of who is more responsible for its preparation.
- e) **Severability.** If any part of these Terms and Conditions is found to be illegal or unenforceable, then that part will be curtailed only to the extent necessary to make it, and the remainder of these Terms and Conditions, legal and enforceable.
- f) **Waiver.** Bank may waive enforcement of any provision of these Terms and Conditions and any such waiver will not affect Bank's rights or in any other way modify the terms of these Terms and Conditions.
- g) **Governing Law.** These Terms and Conditions will be construed in accordance with and governed by the internal laws of the Commonwealth of Massachusetts, without regard to its conflicts of law principles.
- h) **WAIVER OF JURY TRIAL.** TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE BY JURY AND WAIVES ANY RIGHT TO TRIAL BY JURY WITH REGARD TO THESE TERMS AND CONDITIONS OR ANY CLAIM, COUNTERCLAIM OR OTHER



ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY CUSTOMER AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. BANK IS HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY CUSTOMER.

- i) Arbitration.** Customer and Bank agree to waive the right to have a dispute heard before a judge or jury including disputes that are arbitrated or resolved by judicial reference. Customer and Bank agree that any controversy, claim or breach of these Terms and Conditions may be resolved through arbitration administered by the American Arbitration Association under its commercial rules. Neither party will institute an arbitration proceeding until it has given the other party at least 30 days prior written notice.
- j) Headings.** The titles or captions used in these Terms and Conditions are for convenience only and will not be used to construe or interpret any provision.
- k) Binding Agreement.** These Terms and Conditions will inure to the benefit of and be binding upon the successors, heirs, trustees, and assigns of the parties. These Terms and Conditions are not for the benefit of any other person, and no other person will have any right against Bank or Customer hereunder. For the avoidance of doubt, there are no express or intended third party beneficiaries of these Terms and Conditions. Customer has made the representations and warranties in these Terms and Conditions to induce Bank to provide the Services. Customer acknowledges its understanding that Bank is relying on Customer's faithful, diligent, and strict adherence to such representations and warranties in agreeing to provide the Services.
- l) Entire Agreement.** These Terms and Conditions constitute the entire agreement between the parties for the Services and supersede all previous agreements and understandings between the parties relating to the Services.