

We're here to help.

This Service Description is part of the Treasury Services Master Agreement, Global Treasury Management Services Master Agreement, or other master agreement for treasury and payment services (the “*Master Agreement*”) currently in effect between you and BMO Harris Bank N.A. (“*Bank*”), and is subject to all of the terms and conditions contained in the Master Agreement. Any references herein to the Master Agreement shall be deemed to include the terms of this Service Description, including any User Guide and set-up form. Any capitalized terms not defined herein shall have the same meaning as set forth in the Master Agreement. By accepting this Service Description as part of the Master Agreement, you agree to the following terms and conditions in connection therewith.

## 1. The Service.

Under this service (the “*Service*”), Bank will grant you access to the Zelle® Disbursement Payments Service, which allows you to use the Zelle Network (“*Zelle*”) to transfer money using aliases, such as email addresses or mobile phone numbers, to consumers (“*Users*”) who are enrolled directly with Zelle or enrolled with Participating FIs. The Service enables you to initiate Payment Instructions from a Funding Account to accounts of Users. You may not receive funds or send or receive requests to transfer funds through the Service.

The Service is made available to you in part pursuant to an agreement between Bank and Early Warning Services, LLC, along with its affiliates that may be involved in providing the Service (together, “*EWS*”). EWS maintains the Zelle Network and will be a third-party beneficiary to this Service Description and the Master Agreement (insofar as it applies to the Service), entitled to the benefits and protections of their applicable terms and conditions.

Zelle facilitates the exchange of messages between network participants, enabling them to more rapidly and efficiently share information regarding a requested monetary transaction and the parties thereto, and to determine the action to be taken with respect to the request. Zelle provides no deposit accounts or other financial services, and neither transfers nor moves money. You may not establish a financial account with Zelle of any kind. All money will be transmitted directly between Bank and other Participating FIs.

Before accessing the Service, you must complete the required Service Documentation which must be accepted by Bank. You must also complete the required setup procedures. You are responsible for the contents of all setup instructions delivered to Bank. If you wish to access any of the Services which are available through Online Banking for Business (“*OLBB*”), you must also sign up for the OLBB service and complete the applicable Service Documentation and setup process and Bank must agree to provide that service to you. Your use of the Service through OLBB is also subject to the terms and conditions of the Service Documentation for that service.

## 2. Definitions.

As used in this Service Description:

- (a) “*Business Day*” means Monday through Friday, excluding Federal holidays;
- (b) “*Funding Account*” means an Account that you have designated for Bank to debit with respect to a payment made using the Service;
- (c) “*Participating FI*” means a U.S. financial institution that participates in, or cooperates with, Zelle and the Service;
- (d) “*Payment Instruction*” is the information provided for a Transfer to be made under the Service; and
- (e) “*Transfer*” means a transaction initiated through the Service to transfer funds from the Funding Account to the account of a User at a Participating FI.

### 3. Description and Terms of Service.

(a) Access Methods. You may access the Service:

- by File Transfer Protocol (FTP) file transfer,
- through OLBB (when available) if you have subscribed for Bank's OLBB service, or
- by other means made available by Bank from time to time and expressly approved by Bank in writing in advance.

Payment Instructions must be transmitted or delivered to Bank in compliance with the applicable Security Procedures and in compliance with the transmission and format requirements and cut-off times established by Bank, which may be changed by Bank from time to time. Payment Instructions received after the established cut-off times will be rejected and not processed. You acknowledge and agree that Bank may delay or suspend the processing of any Payment Instructions to verify compliance with Applicable Law and may reject any Payment Instructions for failure to comply with Applicable Law. You are solely responsible for the accuracy and completeness of all Payment Instructions delivered to Bank by you or on your behalf. Bank is not responsible for detecting errors in Payment Instructions and shall be fully protected in processing such Payment Instructions as received by Bank. You are solely responsible for ensuring that the Security Procedures are known to and used only by authorized users within your organization. In Bank's discretion, Bank may deny access to the Service to any user.

You will notify Bank immediately if you become aware of any unauthorized access to or use of the Service, or if any Security Procedures have been lost, stolen, or compromised. You will cooperate with Bank in any investigation and any effort by Bank to recover funds on your or Bank's behalf and agree to take corrective measures to protect your account from further unauthorized use or fraudulent activity. You will provide to Bank and keep current all information Bank reasonably requires from time to time with respect to each authorized user and will notify Bank immediately if an authorized user ceases to be associated with your organization or is no longer authorized to access the Service on your behalf, or if for any other reason you would like to modify or remove an authorized user's access to the Service.

(b) Sending Emails and Text Messages On Your Instruction. Each time you send Bank a Payment Instruction, you are also authorizing and instructing either Bank or Zelle to send emails and text messages to the payment recipient concerning the Transfer. You agree that these emails and text messages are sent on your behalf. You represent and warrant that for each User to whom you instruct Bank to send emails and text messages, you have received permission from that User for Bank to do so. These emails and text messages may identify you by name and may state that Bank is sending them on your behalf and according to your instructions.

(c) Timing of Transfers. In most cases, a Transfer will occur in minutes; however, there are circumstances when the Transfer may take longer. For example, in order to protect you, Bank, Zelle, and the other Participating FIs, Bank may need additional time to verify your identity or the identity of the intended payment recipient.

If you are sending money to someone who has not registered as a User, the Transfer may take up to two (2) days from the day the intended recipient responds to the payment notification by registering as a User. You understand and acknowledge that an intended payment recipient who is not registered as a User may fail to register with Zelle, or otherwise ignore the payment notification, and the Transfer may not occur.

Transfers may also be delayed to investigate suspected fraud or comply with regulatory requirements. If Bank delays a Transfer that you have initiated, Bank will endeavor to notify you but will have no liability for failing to do so.

Bank has no control over the actions of Users, other Participating FIs, other financial institutions, or any other third parties that could delay or prevent a Transfer. Bank is not responsible for any delay or failure to effect your Payment Instructions or Transfers due to circumstances beyond Bank's control

including disruptions in communications facilities, power or equipment failures, and the neglect, action, or failure to act of any User, other Participating FI, or any other third party.

- (d) Payment for Transfers. You agree to pay to Bank the amount of each Transfer originated by you in immediately available funds on or before the processing of the Transfer. You agree to maintain in the applicable Funding Account a balance of available funds to pay for each Transfer and Bank will debit the Funding Account for the total amount of each Transfer. If Bank is unable to debit the Funding Account in connection with any Transfer because the applicable Funding Account has insufficient funds or for any other reason, then the Transfer will not be processed and the Payment Instruction will be rejected. Bank is not required to provide notice to you of any such rejection.
- (e) Rejection of Payment Instructions. Except as otherwise expressly provided in a written agreement signed by Bank, Bank has the right to reject any Payment Instructions for any reason, if Bank acts in good faith, including (a) your failure to have or maintain immediately available funds in your Funding Account sufficient to settle the requested Transfer, (b) if Bank believes in good faith the Payment Instructions were not authorized, or (c) the Transfer would result in a violation of any applicable law, regulation, court order, or the rights of any third party. If Bank rejects any Payment Instruction communicated to Bank in accordance with the Security Procedures, Bank will endeavor to notify you but will have no liability for failing to do so. Bank is not liable to you for Bank's rejection of any Payment Instruction.
- (f) Cancellation of Payment Instructions. You have no right to cancel or amend any Payment Instruction after it has been received by Bank.
- (g) Limits. Bank reserves the right, at any time in its sole discretion, to impose limits on the amount(s) and/or number of Transfers you may initiate over a certain period of time. If you attempt to initiate Transfer(s) in excess of your limit, such Transfer(s) may be rejected. If you are permitted to initiate Transfer(s) in excess of your limit, such Transfer(s) shall be subject to this Service Description, and Bank is not obligated to accept similar Payment Instructions at other times. The current limit on the amount of any single Transfer is \$10,000.
- (h) Representations and Warranties. Each time you send a Payment Instruction through the Service, you represent and warrant that (1) the Transfer you are initiating is for your own account, and not on behalf of another person, (2) you are not receiving any fee or compensation from any other person in return for initiating the Transfer, and (3) you are authorized by the receiving User to make funds transfers to the User's account.
- (i) Compliance with Law; Prohibited Payments; Prohibited Activities. You agree to comply with all Applicable Laws in connection with your use of the Service.

You agree not to use the Service to pay tax payments, fines, payments for gambling debts, or payments prohibited by law. In no event will Bank be liable for any claims or damages resulting from you scheduling these types of payments.

You represent and warrant that you are not primarily engaged in any one or more of the following activities: payday lending, high interest rate consumer lending, any illegal or potentially illegal activities, marijuana sales, online gambling, adult entertainment, online gun sales, or crypto-currency services (collectively, "*Prohibited Activities*"). You also agree that you will not transmit Payment Instructions to Bank that in any manner relate to Prohibited Activities.

#### **4. Security Procedures.**

- (a) Bank requires that the Payment Instructions transmitted or delivered by you or on your behalf be delivered to Bank pursuant to security procedures as provided in the Master Agreement and in this Service Description (including the Appendix hereto) (the "*Security Procedures*"). These Security Procedures include important security features which are available only if your Payment Instructions are transmitted in accordance with these procedures. You acknowledge that you have reviewed the Security Procedures and agree that they are commercially reasonable for you as a means of authenticating Payment Instructions communicated by you or on your behalf to Bank in light of the size, frequency, and amount of Transfers you expect to initiate. You acknowledge that the Security

Procedures are used to verify the authenticity of, and not to detect errors in, the transmission or content of Payment Instructions. Any Payment Instructions delivered or transmitted by you or on your behalf is effective as your payment instruction and will be enforceable against you whether or not authorized and regardless of the actual identity of the signer, sender, or transmitter, if such Payment Instructions are received in accordance with the applicable Security Procedures or we otherwise reasonably believe such Instruction was originated or authorized by you, and Bank accepts such Payment Instructions in good faith.

- (b) Bank may use additional procedures to verify or authenticate Payment Instructions, other than those described herein, and you agree to implement any other reasonable procedures established by Bank in order to further protect your Payment Instructions.
- (c) If any Payment Instructions are transmitted or delivered to Bank by you, or on your behalf, other than in compliance with the Security Procedures, and if Bank accepts such Payment Instructions in good faith, then you agree to be bound by such Payment Instructions and you must pay the amount of the resulting Transfer whether or not authorized, and you will be deemed to have refused the security procedures that Bank offers and recommends as “commercially reasonable.” However, Bank has no obligation to accept any Payment Instruction that is not transmitted or delivered in compliance with the Security Procedures and Bank will not be liable for any losses, damages or costs suffered by you or any third party as a result of (i) Bank’s refusal to act upon any Payment Instruction which has been transmitted or delivered to Bank other than in accordance with the Security Procedures and other procedures described herein after reasonable efforts to verify the authenticity of such Payment Instruction have failed, or (ii) Bank’s delaying such action until such verification is obtained.

#### **5. Limitation of Liability.**

- (a) NEITHER BANK NOR ZELLE MAKES ANY WARRANTY, EXPRESS OR IMPLIED, CONCERNING THE SERVICE. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE SERVICE IS PROVIDED ON AN "AS IS" BASIS AT YOUR SOLE RISK. BANK AND ZELLE EXPRESSLY DISCLAIM ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, INCLUDING ANY WARRANTY FOR THE USE OR THE RESULTS OF THE USE OF THE SERVICE WITH RESPECT TO ITS CORRECTNESS, QUALITY, ACCURACY, COMPLETENESS, RELIABILITY, PERFORMANCE, TIMELINESS, OR CONTINUED AVAILABILITY. NEITHER BANK NOR ZELLE SHALL HAVE ANY RESPONSIBILITY FOR ANY OTHER ASPECT OF THE PERFORMANCE OF THE SERVICE OR FOR ANY FAILURE OR DELAY IN THE EXECUTION OF ANY TRANSACTIONS THROUGH THE SERVICE.
- (b) YOU ACKNOWLEDGE THAT ELECTRONIC ACCESS TO SYSTEMS THROUGH THE INTERNET OR OTHER NETWORKS, WHETHER PUBLIC OR PRIVATE, MAY NOT BE SECURE. NEITHER BANK NOR ZELLE MAKES ANY WARRANTY WHATSOEVER TO YOU, EXPRESS OR IMPLIED, REGARDING THE SECURITY OF THE SERVICE, INCLUDING WITH RESPECT TO THE ABILITY OF UNAUTHORIZED PERSONS TO INTERCEPT OR ACCESS INFORMATION TRANSMITTED BY YOU THROUGH THE SERVICE, AND BANK AND ZELLE DISCLAIM ALL LIABILITY FOR ANY SECURITY BREACH THAT DOES NOT RESULT FROM SUCH PARTY’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.
- (c) Neither Bank nor any of its third party providers shall have any liability, contingent or otherwise, to you or to third parties, or any responsibility whatsoever, for the failure of any connection or communication service to provide or maintain your access to the Service, or for any interruption or disruption of such access or any erroneous communication among Bank and you, regardless of whether the connection or communication service is provided by Bank or a third party service provider.
- (d) You agree that you, not Bank or Zelle, are responsible for resolving any payment or other disputes that you may have with any User using the Service. You agree to notify us promptly in the event of any such dispute.
- (e) In the event and solely to the extent that a Payment Instruction or Transfer is governed by Article 4A of the Uniform Commercial Code of Illinois (“*Article 4A*”), except as otherwise expressly required by

Article 4A, Bank's sole and exclusive liability to you for any delay in executing, improper execution, or failure to execute a Payment Instruction shall be to assist you in retransmitting the Payment Instruction. If, in any case, Bank is liable to you for lost interest, Bank will calculate interest based on Bank's then current account analysis earning rate. With respect to services performed hereunder outside the scope of Article 4A, Bank shall only be liable as set forth in the Master Agreement and elsewhere in this Service Description.

- (f) The provisions of this Section shall survive termination of this Service Description or the Master Agreement.

#### **6. Suspension; Termination.**

Bank may suspend or terminate the Service upon notice to you if you do not comply with the requirements of this Service Description or if Bank is unable to verify your compliance with the requirements of this Service Description to Bank's reasonable satisfaction. Bank may also suspend or terminate the Service upon notice to you if Bank's agreement with EWS in connection with providing the Service is terminated or if EWS otherwise ceases to support the Service for any reason.

#### **7. Miscellaneous.**

Any telephone conversations relating to the Service may be recorded at Bank's option to assure accuracy.

THIS SERVICE DESCRIPTION HAS BEEN EXECUTED AS PROVIDED IN THE SCHEDULE OF SERVICES FORMING A PART OF THE MASTER AGREEMENT.

## PAYMENTS WITH ZELLE® SERVICE DESCRIPTION SECURITY PROCEDURES APPENDIX

### I. TRANSMISSION OF PAYMENT INSTRUCTIONS VIA FTP FILE TRANSFER

#### A. Service Setup.

Bank offers the ability to transmit Payment Instructions to Bank via the Internet using a direct, machine-to-machine FTP file transfer capability. Bank will assist you with setup and testing of the FTP file transfer capability. Through this process you are authorizing persons who have or obtain access to the secure transmission channel to transmit Payment Instructions to Bank via the transmission channel.

#### B. Security Procedures

Bank's standard Security Procedures for the transmission or delivery of Payment Instructions via FTP file transfer are to require that all file be sent by means of a secure, encrypted channel established between you and Bank as part of the testing and service implementation process. The channel is secured via user ID and password as well as a public and private key-pair cryptographic system.

Bank's standard Security Procedures for the transmission or delivery of Entry Data via Direct File Transfer also include those security measures that Bank may offer and you may accept from time to time, such as device authentication, IP address verification, dollar limits, and international entitlements.

### II. TRANSMISSION OF ENTRY DATA VIA OLBB<sup>1</sup>

#### A. Service Setup.

Bank also offers its OLBB service to enable you to transmit Payment Instructions directly from your terminal or personal computer to Bank via the Internet by utilizing the OLBB Payments with Zelle® Module. Your Corporate Administrators who are designated Authorized Users for the Service will establish other Authorized Users for the Service and grant service permissions and related IDs and passwords. Through this process you are authorizing persons ("*OLBB Authorized Representatives*") to transmit Payment Instructions to Bank via the OLBB service.

A confirmation notice advising that a request has been made to create a Service set-up or modify a current Service set-up will be sent by Bank to the Corporate Administrators designated by you for OLBB purposes. The Corporate Administrators must notify Bank promptly if such request was not authorized and should therefore be canceled. This cancellation notice to Bank should be given by phone to the Help Desk at (877) 895-3278 and in writing to Bank's Client Records Maintenance Unit.

#### B. Security Procedures.

Bank's standard Security Procedures for the transmission or delivery of Payment Instructions via the OLBB Payments with Zelle® Module are to require that each batch of Payment Instructions created via the OLBB Payments with Zelle® Module be confirmed using a different User ID and User Password than the User ID and User Password used to create the batch of Payments with Zelle® Entries. Confirmation must be provided by an OLBB Authorized Representative employing a Security Device furnished by Bank. Bank's standard Security Procedures for the transmission or delivery of Entry Data via the OLBB Payments with Zelle® Module also include those security measures that Bank may offer and you may accept from time to time, such as device authentication, IP address verification, dollar limits, and international entitlements.

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<sup>1</sup> When available.

### **III. GENERAL**

The Security Procedures described in this Appendix are a Security Procedure used to verify the authenticity of Payment Instructions sent to Bank in your name. All Payment Instructions sent to Bank in your name and accepted by Bank in good faith and in compliance with the Security Procedures will be binding upon you regardless of whether they are authorized by you. If you choose not to accept any of the standard Security Procedures offered by Bank, then you are refusing the Security Procedures that Bank is offering and recommending as commercially reasonable for you, and you agree to be bound by any Payment Instructions, whether or not authorized, which is issued in your name and accepted by Bank in compliance with the Security Procedures accepted by you.