

We're here to help.

This Service Description is part of the Treasury Services Master Agreement (the "Master Agreement") currently in effect between you and BMO Harris Bank N.A. ("we" or "us" and "our"). This Service Description is part of the Master Agreement, 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 the User Guide and Set-up Form. Any capitalized terms not defined herein shall have the same meaning as set forth in the Master Agreement.

If there is no Master Agreement currently in effect between you and us, then you and we also agree to the Treasury Services Master Agreement, which can be found at <https://www.bmoharris.com/us/about/legal#TPS> and shall be deemed to be the Master Agreement in effect between you and us.

## 1. The Service.

This service (the "Service") allows you to use the RTP® payment network ("RTP Network") to initiate credit transfers ("RTP Payments") to businesses and consumers ("Receivers") with deposit accounts at Participating FIs in real-time, twenty-four hours a day, seven days a week, fifty-two weeks a year. The Service enables you to initiate RTP Payments from a Funding Account to accounts of Receivers and to send and receive Payment-related Messages to and from Receivers as may be permitted by Bank from time to time.

The Service is made available to you in part pursuant to an agreement between Bank and The Clearing House Payments Company L.L.C., along with its affiliates that may be involved in providing the Service (together, "TCH"). TCH maintains the RTP 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.

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 eligible Account that you have designated for Bank to debit with respect to an RTP Payment;
- c) "Participating FI" means a financial institution that participates in the RTP Network as a receiver of payments for its customers who are Receivers;
- d) "Payment Instruction" means an instruction to cause Bank to pay a fixed amount of money denominated in U.S. Dollars to a Receiver;
- e) "Payment Acknowledgment" means a message submitted to the RTP Network by or on behalf of a Receiver to acknowledge receipt of an RTP Payment;
- f) "Payment-related Message" means (i) a Request for Payment, (ii) a Request for Information, (iii) a Remittance Advice, (iv) a Payment Acknowledgment, or (v) a Request for Return of Funds;

- g) *“Remittance Advice”* means a message submitted to the RTP Network that is associated with, and that provides additional information about, an RTP Payment;
- h) *“Request for Information”* means a message submitted to the RTP Network by or on behalf of a Receiver to request additional information in connection with an RTP Payment;
- i) *“Request for Payment”* means a message submitted to the RTP Network to request an RTP Payment from a Receiver; and
- j) *“Request for Return of Funds”* means a message submitted to the RTP Network to request return of funds related to an RTP Payment.

### **3. Description and Terms of Service.**

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

- through OLBB 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 and Payment-related Messages 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. You acknowledge and agree that Bank may delay or suspend the processing of any Payment Instructions or Payment-related Messages to verify compliance with Applicable Law and may reject any Payment Instructions or Payment-related Messages for failure to comply with Applicable Law.

You authorize Bank to accept and execute each Payment Instruction sent in your name as sender, subject to the terms of this Service Description, if it is authorized by you or your Vendor, or accepted by Bank in good faith and in compliance with the “Security Procedures” described below. You are solely responsible for the accuracy and completeness of all Payment Instructions and Payment-related Messages delivered to Bank by you or on your behalf. Bank is not responsible for detecting errors in Payment Instructions or Payment-related Messages and shall be fully protected in processing such Payment Instructions and Payment-related Messages 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. 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. In Bank’s discretion, Bank may deny access to the Service to any user.

(b) Timing of RTP Payments. In most cases, an RTP Payment will occur in minutes; however, there are circumstances when the RTP Payment may take longer. For example, in order to protect you, Bank and the other Participating FIs, Bank may need additional time to verify your identity or the identity of the intended Receiver.

RTP Payments may also be delayed to investigate suspected fraud or comply with regulatory requirements. If Bank delays an RTP Payment 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 Receivers, other Participating FIs, other financial institutions, or any other third parties that could delay or prevent an RTP Payment. Bank is not responsible for any delay or failure to effect your Payment Instructions or Payment-related Messages 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 Receiver, other Participating FI, or any other third party.

- (c) Payment for RTP Payments. You agree to pay to Bank the amount of each RTP Payment originated by you in immediately available funds on or before the processing of the RTP Payment. You agree to maintain in the applicable Funding Account a balance of available funds to pay for each RTP Payment and Bank will debit the Funding Account for the total amount of each RTP Payment. If Bank is unable to debit the Funding Account in connection with any RTP Payment because the applicable Funding Account has insufficient funds or for any other reason, then the RTP Payment will not be processed and the Payment Instruction will be rejected. Bank is not required to provide notice to you of any such rejection.
- (d) Rejection of Payment Instructions and Payment-related Messages. Except as otherwise expressly provided in a written agreement signed by Bank, Bank has the right to reject any Payment Instructions or Payment-related Messages 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 RTP Payment, (b) if Bank believes in good faith the Payment Instructions or Payment-related Messages were not authorized, or (c) the RTP Payment 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 or Payment-related Message 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 or Payment-related Message.
- (e) Cancellation of Payment Instructions and Payment-related Messages. You have no right to cancel or amend any Payment Instruction or Payment-related Message after it has been received by Bank.
- (f) Limits. Bank reserves the right, at any time in its sole discretion, to impose limits on the amount(s) and/or number of RTP Payments you may initiate over a certain period of time. If you attempt to initiate RTP Payment(s) in excess of your limit, such RTP Payment(s) may be rejected. If you are permitted to initiate RTP Payment(s) in excess of your limit, such RTP Payment(s) shall be subject to this Service Description, and Bank is not obligated to accept similar Payment Instructions at other times.
- (g) Representations and Warranties. Each time you send a Payment Instruction through the Service, you represent and warrant that (1) the RTP Payment you are initiating is either for your own account, the account of your corporate affiliate, or the account of a third-party where such RTP Payment is being made to effectuate, and is integral and necessary to, any service, sale, or purpose (other than the payment itself) between you and the third-party for whom the RTP Payment is conducted, and (2) you are authorized by the Receiver to make funds transfers to the Receiver's account.
- (h) Compliance with Law and Rules; Prohibited Transactions; Prohibited Activities. You agree to comply with all Applicable Laws and the RTP Network Operating Rules in connection with your use of the Service, and you agree not to use the Service in any manner that would cause Bank to be in violation of Applicable Laws or the RTP Network Operating Rules.

You agree not to submit Payment Instructions or Non-Payment Messages to the extent they have no purpose other than to determine if account numbers, whether in tokenized or untokenized form, are associated with valid, active accounts, provided that you may submit a Payment Message to confirm that account information, whether in tokenized or untokenized form, given to the Sender by an intended Receiver is valid and associated with the intended Receiver, if the intended Receiver is expecting to receive one or more Payments from the Sender.

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.

#### **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 in your name 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 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. Money Transmission Transactions.**

You represent and warrant and agree that you will not use the Service to conduct Money Transmission Transactions unless (i) at least one of the parties in the Money Transmission Transaction is a corporate affiliates of yours, or (ii) the Money Transmission Transaction effectuates and is integral and necessary to a service, sale, or purpose (other than the Money Transmission Transaction itself) between you and the person for whom the Money Transmission Transaction is conducted. “*Money Transmission Transaction*” means a transaction or series of transactions in which a party serves as an intermediary in the transmission of funds or the value of funds between other parties.

## **6. Identifying Numbers.**

If your Payment Instruction identifies the Receiver by both a name and an identifying or bank account number, and the name and number identify different persons, execution of the Payment Instruction, payment to the Receiver, or cancellation of the Payment Instruction may be made solely on the basis of the number. If your Payment Instruction identifies any bank by both a name and an identifying number and the number identifies a bank different from the bank identified by name, any bank may rely solely on the identifying number. In that instance, you are obligated to pay Bank the amount of the Transfer originated by Bank on the basis of that Payment Instruction.

## **7. Limitation of Liability.**

- (a) NEITHER BANK NOR TCH 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 TCH 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 TCH 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 TCH 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 TCH 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 TCH, are responsible for resolving any payment or other disputes that you may have with any Receiver 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 or as required by Applicable Law.
- (f) The provisions of this Section shall survive termination of this Service Description or the Master Agreement.

## **8. 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 TCH in connection with providing the Service is terminated or if TCH otherwise ceases to support the Service for any reason.

## **9. 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.

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## REAL TIME PAYMENTS SERVICE DESCRIPTION

### SECURITY PROCEDURES APPENDIX

#### I. TRANSMISSION OF PAYMENT INSTRUCTIONS VIA OLBB

##### A. Service Setup.

Bank offers its OLBB service to enable you to transmit Payment Instructions directly from your terminal or personal computer to Bank. 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.

##### B. Security Procedures.

Bank's standard Security Procedures for the transmission or delivery of Payment Instructions via the OLBB Real Time Payment Module are to require that each batch of Payment Instructions created via the OLBB Real Time Payment Module be confirmed using a different User ID and User Password than the User ID and User Password used to create the batch of Real Time Payment Instructions. Confirmation must be provided by an OLBB Authorized Representative employing a Security Device. Bank's standard Security Procedures for the transmission or delivery of Entry Data via the OLBB Real Time Payment 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, and dollar limits.

#### 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.

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