

PNC'S TREASURY MANAGEMENT BUSINESS

PNC BANK CANADA BRANCH Treasury Management Services Comprehensive Agreement

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GENERAL TERMS AND CONDITIONS

Agreement

In Canada, PNC Bank Canada Branch, the Canadian branch of PNC Bank, National Association, provides bank deposit, treasury management, lending (including asset-based lending) and leasing products and services. This PNC Bank Canada Branch Treasury Management Services Comprehensive Agreement ("**Agreement**" or "**Comprehensive Agreement**") contains the terms and conditions under which **PNC Bank Canada Branch ("PNC," "we," "our," or "us")** will provide certain deposit accounts (each an "**Account**") and Treasury Management Services (each a "**Service**" and collectively, the "**Services**") to you. These General Terms and Conditions apply to all of the Services described in this Agreement. The Terms and Conditions for Specific Services describe the Services. All of the Services described in this Agreement may not be available at all times, or to all customers, or to all markets. If the terms and conditions for a specific Service are not described herein, the applicable terms and conditions shall be provided to you in an attached exhibit so specifically named, which shall be provided to you before you begin to use that Service, and shall be attached hereto and incorporated herein. More detailed descriptions of certain Services and procedures for their use are contained in implementation documents ("**Documentation**") which, if applicable to a Service, we will supply to you before you begin to use that Service. From time to time, you may change information you have provided to us in the Documentation. We may rely on the information previously supplied by you until we receive written notice of any change from your Authorized Person in such form as we may require and have had a reasonable opportunity to act on such notice.

Your Accounts are also subject to our Funds Availability Policy which shall be provided to you upon Account opening. The Documentation, the Funds Availability Policy, the General Terms and Conditions and the Terms and Conditions for Specific Services, as amended from time to time, are incorporated herein by reference and made part of this Agreement. Should there be any inconsistency between the Terms and Conditions for Specific Services or the Documentation and the General Terms and Conditions, the Terms and Conditions for Specific Services and the Documentation shall govern, but only to the extent of any inconsistency.

As used in this Agreement, the terms "**you**", "**your**" and "**yours**" refer collectively to the legal entities who are made parties to this Agreement on the PNC Bank Canada Branch Treasury Management Services Authorization. Each such entity will be jointly and severally liable to us for the performance of the obligations of all such entities under this Agreement. You must notify us in writing before any other entity uses a Service and sign or otherwise provide to us, and cause such other entity to sign or otherwise provide to us, such authorizing resolutions or other documentation as we may reasonably require.

This Agreement, including the Documentation, may be provided to you entirely or in part in paper form (including facsimile transmission) or electronically. Any part of this Agreement in electronic form shall be considered to be a "writing" or "in writing" and shall constitute an "original" both in electronic form and when printed from electronic files or records established or maintained in the normal course of business.

In using and performing the Services, you will abide by all applicable laws respecting the proceeds of crime (money laundering), terrorist financing, economic sanctions and embargoes, including those relating to specifically designated nationals or terrorists, terrorist organizations and other sanctioned or embargoed persons, entities or countries. Neither you nor any person directly or indirectly owning or controlling you is a person or entity identified on any list created under any Canadian federal statutes and regulations administered by, *inter alia*, Global Affairs Canada and the Department of Public Safety Canada (the "Departments") or on any list created under similar U.S. laws and, to the extent that compliance would not breach any applicable law, you do not engage in transactions with, or provide services to, Blocked Persons or engage in transactions in or with foreign countries and territories subject to Canadian sanctions administered by the Departments or subject to similar U.S. sanctions. "Blocked Person" means any individual person, group, regime, entity or thing listed or otherwise recognized as a specially designated, prohibited, sanctioned or

debarred person, group, regime, entity or thing, or subject to any limitations or prohibitions (including but not limited to the blocking of property or rejection of transactions), under any applicable law.

You agree to respond to any inquiries from us within 24 hours of being contacted in connection with a potentially suspicious transaction. We may delay, or refuse to process or carry out, any transaction initiated by you or involving one of your Accounts with us if we believe in good faith that such action may be necessary in order to comply with applicable laws. You acknowledge that PNC Bank, National Association is subject to the laws of the United States of America in performing certain supporting services for PNC Bank Canada Branch. You understand that PNC Bank, National Association will not process transactions or provide any supporting services if by doing so, it would violate any law, regulation or internal policy of PNC Bank, National Association and neither PNC Bank Canada Branch nor PNC Bank, National Association shall have any liability in respect thereof. If there is a conflict between this Agreement and any law, then this Agreement shall vary such law to the fullest extent that the law allows.

Certification of Beneficial Owners and Other Additional Information

If you are required to provide to us a Certification of Beneficial Owner(s) (individually and collectively, the "Certification of Beneficial Owners"), you agree the information in the Certification of Beneficial Owners executed and delivered to us in connection with implementing any of the Services, as updated from time to time in accordance with this Agreement, is true, complete and correct as of the date thereof and as of the date any such update is delivered to us. You agree to provide: (i) such information and documentation as may reasonably be requested by us from time to time for purposes of compliance by us with applicable laws (including without limitation the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* and its associated *Regulations* and other customer identification program requirements, or "know your customer", and anti-money laundering rules and regulations), and any policy or procedure implemented by us to comply therewith; and (ii) if you are required to deliver a Certification of Beneficial Owners to us: (a) confirmation of the accuracy of the information set forth in the most recent Certification of Beneficial Owners provided to us, as and when requested by us; and (b) a new Certification of Beneficial Owners in form and substance acceptable to us when the individual(s) identified as a controlling party and/or a direct or indirect individual owner on the most recent Certification of Beneficial Owners provided to us have changed.

Services

You shall use the Accounts and Services solely to carry on your lawful business. You will not use or operate Services for the purpose of, or otherwise in connection with a restricted business as determined by us from time to time in our sole reasonable discretion. Restricted businesses currently include the following: (a) any money-service business; (b) any businesses that operates an Internet gambling or commercial online gambling website as their primary business that is not licensed or otherwise legally authorized to carry on such business in full compliance with the applicable laws and regulations in the jurisdictions where the Services under this Agreement are provided; (c) any bank that does not have any physical presence, does not have any economic substance, and is either not regulated by a central bank or other recognized regulatory authority in any other jurisdiction or is not owned and controlled by a bank or other financial institution that is regulated by a central bank or other recognized regulatory authority, which are often referred to as "shell banks"; (d) businesses that are primarily devoted to commercially trading and dealing in "virtual currency," as defined in the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (the PCMLTF Act, S.C. 2000, c.17) (including crypto-currency and digital asset), including the exchanges or other cryptographic systems that operate, facilitate and enable such "virtual currency exchange transactions," as also defined in the PCMLTF Act; (e) businesses that are involved in the growth, distribution and sales of marijuana in Canada that are unlicensed or otherwise do not operate in accordance with applicable law, including those businesses who accept their principal revenues from businesses located in the United States that are involved in the growth, distribution and sales of marijuana; and (f) business entities that issue Bearer shares.

You will not allow any Services to be used or operated for the purpose or in furtherance of, or otherwise in connection with any fraudulent, unlawful, or dishonest activity or in any other activity unsatisfactory to us. You shall not use any of

the Services to process or facilitate transactions for or on behalf of any third party without obtaining our prior written consent.

Fees

We will charge you our standard depository fees for the Services unless we otherwise agree with you in writing. We will provide information regarding your standard depository fees to you prior to opening your Accounts with us. Our standard depository fee schedule can also be found on our website at www.pnc.com/canada. Notwithstanding any fee schedules that may be posted on PNC websites, all standard depository fees disclosed to you at the time of Account opening shall govern the Account relationship, including any such modifications for which you shall receive advance written notification. Fees for Treasury Management Services shall be separately disclosed to you. We will give you prior written notice if fees for Treasury Management Services are going to change. Unless we otherwise agree with you in writing, we will perform a monthly analysis of your Accounts with us. We will determine, in our sole discretion, if your non-interest bearing Account balances for the month (net of balances required to support account activity) are sufficient to compensate us for that month's fees. We will apply a periodic rate to the average investable balance in excess of balances needed to offset transaction and maintenance fees, multiplied by the number of days in the month. The formula for calculating earnings credits is as follows: investable balance x rate x period days/days in the year.

Your monthly fees will be set forth on your monthly account analysis statements. We will inform you separately if there are any fees that you may not pay by compensating balances. To the extent compensating balances are not sufficient, we will debit your designated billing account with us for the difference.

If you ask us to use the combined compensating balances of a legal entity to offset the fees incurred by a different legal entity, you represent and warrant to us that such use is authorized, has been properly disclosed to third parties if required by law, and will not violate any law, contract or any other obligation owed to any person, including any beneficial owner of the compensating balances or any customer of you or such other entity.

Security Procedures

If required for a Service, you must select a security procedure ("**Security Procedure**") from the options we offer and name one or more authorized representatives (each an "**Authorized Person**") to initiate transactions and act for you with respect to the Services. Security Procedures may include security codes, personal identification numbers ("**PINs**"), tokens, cheque stock, or other security devices. If we follow a Security Procedure that is commercially reasonable (as determined by law) in acting on any instruction, direction, payment order, Funds Transfer or other debit or credit order (each an "**Instruction**") issued in your name (a) we shall be entitled to rely without investigation on such Instruction, and (b) you shall be bound by such Instruction, whether or not such Instruction is actually authorized by you. We shall be entitled to accept any information, instruction, direction or transaction from any person using your Security Procedures. You agree that the use of your Security Procedures will have the same effect as your signature authorizing any Instruction or transaction. You are responsible for all statements made and acts or omissions that occur while your Security Procedures are being used. Where you have authorized any other person to use your Security Procedures in any manner, your authorization shall be considered by us to be unlimited and will be effective until you revoke the authorization and change your Security Procedures.

Security Procedures are intended to confirm the authenticity of Instructions and not to detect errors in the content or transmission of Instructions, and we assume no responsibility for doing so. We also assume no responsibility to discover or audit for any unauthorized disclosure or use of the Security Procedure or other breach of security by your employees, agents or representatives, or any third party, and all losses resulting therefrom shall be solely your responsibility. You shall promptly notify us of any suspected breach of security, whether or not involving your employees, agents or representatives.

You acknowledge that you have been advised of the various Security Procedures employed by us, that you understand them, and that the Instructions you will issue to us under this Agreement will employ Security Procedures suitable to your particular circumstances.

We reserve the right to change the Security Procedures upon notice to you. Our Security Procedures are strictly confidential and should be disclosed only to those individuals who need to know them. You shall safeguard the Security Procedures and make them available only to the individuals to whom they are issued. You must instruct those individuals that they should not disclose the Security Procedures or otherwise make them available to anyone. You must establish and maintain procedures to assure the confidentiality of and protect access to the Security Procedures.

Confidentiality

All information, including but not limited to technology, know-how, processes, software, databases, employee information, trade secrets, contracts, proprietary information, historical and projected financial information, business strategies, operating data and organizational and cost structures, product descriptions, pricing information, and customer information (including without limitation names, addresses, telephone numbers, account numbers, demographic, financial and transactional information or customer lists), whether received before or after the date hereof, provided by a party or its Representatives, as defined below, (the **"Disclosing Party"**) to the other party (the **"Receiving Party"**) in connection with this Agreement is confidential and is owned exclusively by the Disclosing Party or by the third parties from whom the Disclosing Party has secured the right to use such information (collectively, **"Confidential Information"**). The Receiving Party shall treat the Confidential Information as confidential and not copy (except for processing and/or back-up purposes), disclose or otherwise make the Confidential Information available in any form to any person or entity except to its employees, Affiliates, agents, consultants or representatives (**"Representatives"**) on a need-to-know basis, to its applicable regulatory authorities and auditors or in connection with the exercise of any remedies or enforcement of rights under the Agreement or with any action or proceeding relating to the Agreement. The Receiving Party agrees to inform its Representatives of the confidential and valuable nature of the Confidential Information and of its obligations under this Agreement. The Receiving Party agrees to use reasonable controls (but in all events at least the same degree of care and controls that such party uses to protect its own confidential and proprietary information of similar importance) to prevent the unauthorized access to, use or disclosure of, or availability of Confidential Information. In addition to the foregoing, you and we shall have appropriate policies and procedures to (a) protect the security and confidentiality of the Confidential Information, (b) protect against any anticipated threats or hazards to the security or integrity of such Confidential Information, (c) protect against unauthorized access to or use of such Confidential Information that could result in harm or inconvenience to the other or to the other's customers, and (d) ensure the proper disposal of such Confidential Information as may be required by applicable law. You and we will notify each other of any known unauthorized access to, disclosure of or use of the Confidential Information as soon as is reasonably practical under the circumstances.

Upon termination of this Agreement, the Receiving Party shall return or destroy all Confidential Information to the Disclosing Party; provided, however, that each party may retain such limited media and materials containing Confidential Information of the other party for customary archival and audit purposes (including with respect to regulatory compliance) only for reference with respect to the prior dealings between the parties and subject to the terms of this Agreement.

It is understood and agreed that no information shall be within the protection of this Agreement where such information: (a) is or becomes publicly available through no fault of the Receiving Party or its Representatives; (b) is released by the Disclosing Party to anyone without restriction; (c) is rightly obtained from third parties, who, to the best of the Receiving Party's knowledge, are not under an obligation of confidentiality; (d) was known to the Receiving Party prior to its disclosure without any obligation to keep it confidential; or (e) is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information.

You and we agree that any breach of these confidentiality provisions may result in immediate and irreparable injury to the other party, and so you and we agree that each other shall be entitled, upon demonstration of the likelihood of breach of these confidentiality provisions by the other party, to seek equitable relief, including injunctive relief and specific performance, without necessity of posting bond, in addition to all other remedies available at law.

In addition to, and not by way of limitation on, such disclosures of Confidential Information as may be otherwise permitted under this Section, the Receiving Party may disclose Confidential Information if legally compelled to do so pursuant to a requirement or request of a governmental agency or pursuant to a court or administrative deposition, interrogatory, request for documents, subpoena, civil investigative demand or other similar legal process or requirement of law, or in defense of any claims or cause of action asserted against it; provided, however, that it shall (a) first notify the Disclosing Party of such request or requirement, or use in defense of a claim, (b) attempt to obtain the Disclosing Party's consent to such disclosure, and (c) in the event consent is not given, agree to permit a motion to quash, or other similar procedural step, to seek protection against the production or publication of information; provided that the Receiving Party shall not be required to act in accordance with (a), (b) or (c) above if to do so would be prohibited by statute, rule or court order. In making any disclosure under such legal process or requirement of law, you and we agree to use reasonable efforts to preserve the confidential nature of such information and to cooperate with the other in an effort to reasonably limit the nature and scope of any required disclosure of Confidential Information. Nothing herein shall require either you or us to fail to honor a subpoena, court or administrative order, or a similar requirement or request, on a timely basis.

You acknowledge that we outsource various Services that we provide in connection with this Agreement to PNC Affiliates, agents and other third party service providers ("**Service Providers**"), including Service Providers located outside of Canada. As such, you agree that, in the event such Service Provider cannot or will not provide any of the Services required in connection with this Agreement, by reason that the Service Provider may suffer legal and/or reputational risk, or that the Service Provider may, by doing so, be in violation of any law, rule, regulation, agreement or internal policy applicable to it if it provides such Service, then we may be unable to provide or continue to provide the Services to you hereunder. In such event, notwithstanding any other provision of this Agreement, we will not be liable to you.

You specifically authorize us to allow for the collection, storage and monitoring of certain Confidential Information including but not limited to IP addresses, session details, device IDs and MAS addresses. You further specifically authorize us to allow for: (a) the collection, use, storage, disclosure and distribution of any Confidential Information without notice to you to our U.S. regulator, our Canadian regulator, or Service Providers, in the performance of the Services as contemplated hereunder, and (b) the processing and/or storage of your Confidential Information (including Confidential Information that may constitute personal information of your employees, customers or representatives) in the United States by our U.S. operations. You have obtained all the consents necessary in connection with the collection, use, storage, transfer and disclosure of such personal information.

Instructions:

Reliance on Account or Other Identifying Number

You acknowledge that banks and other financial institutions ("**banks**") routinely rely on account numbers in executing and accepting payment orders, including entries under the Automatic Clearing Settlement System ("**ACSS**") and wire transfers ("**Funds Transfers**") and other transactions. Accordingly, if you, (or a bank you have authorized to initiate a draw-down Funds Transfer request or other debit against your Account with us) issues an Instruction containing an identifying or bank account number of the beneficiary, we and all intermediary and beneficiary banks may rely on such number without liability to you and without verifying such number, even if the Instruction also contains a name or other information that is inconsistent with such number. You will be obligated to pay the amount specified in such Instruction if it is a Funds Transfer. We may rely, to the same extent and without liability to you, on the identifying or account number as the correct identification of the beneficiary when we receive incoming Funds Transfers.

If you issue an Instruction to us in which you identify a name and a number, and the name and number identify different banks or the number identifies a person other than a bank, we may rely upon the number in your Instruction as the correct designation of the bank. Accordingly, you agree to compensate us for any loss and expense incurred by us as a result of such reliance on such number in executing or attempting to execute your Instruction.

Cancellation or Amendment

You understand that you are solely responsible for ensuring that your Instructions are accurate and that, unless we have specifically agreed with you to accept an Instruction for execution on a future date, we may execute your Instruction as soon as it is received. When you issue an Instruction, you will have no right to amend or cancel it.

No Action on Instruction

We shall not be obligated to act upon any Instruction, or there may be delays in carrying out any Instruction (a) which is not in accordance with our requirements, as in effect from time to time; (b) for which we are not able to obtain any necessary authentication; (c) which would result in a debit to any of your Accounts with us exceeding the available funds in such Account and any pre-established credit limit; (d) which is incomplete or ambiguous; (e) which, in our sole judgment, we are or may be unable to act on because of legal process, applicable law or regulation, or other government guidelines; or (f) if, in our sole judgment, your financial condition is impaired or we suspect fraud or unlawful activity in connection with any Service. We will not be liable to you for any such delays or failure to act.

If we reject or do not act upon your Instruction in accordance with this Section, we shall notify you within a reasonable time by telephone or by any other method authorized for notices by this Agreement, but we shall have no liability to you (whether for interest or otherwise) or any other person by reason of any delay in providing, or any failure to provide, such notice.

You are responsible for verifying that we have received your Instruction. We will have no liability to you in connection with an Instruction you attempt to issue to us which we do not actually receive.

Instructions Received After Cut-Off Time

If your Instruction is received by us after the cut-off time specified for the applicable Service or on a day that is not a Banking Day, then the Instruction shall be deemed to have been received on the next Banking Day.

Statements, Notices, Confirmations

We shall provide you with periodic statements and notices and reports and, as applicable, transaction confirmations, for the Accounts and Services you use. We also make information about your Accounts and transactions available electronically. You agree that you will be deemed to have actual notice of such information on the date the information is deemed received in accordance with the notice provisions of this Agreement.

You agree to examine promptly all statements, transaction confirmations, reports and other notices that we or other banks send or make available to you. If there is a missing or unauthorized signature or endorsement or other unauthorized transaction, or discrepancy or other problem or error ("**Error**"), with respect to an invoice, or to a transaction that is contained in or shown on any statement, notice, report or transaction confirmation, you shall be entirely precluded from asserting the Error against us, and we shall have no liability to you of any kind for the Error, if you fail to notify us in writing of such Error within forty-five (45) calendar days after you receive, or have notice of the information contained in, the first statement, notice, report or transaction confirmation reflecting the transaction to which the Error relates.

No Extension of Credit, Fund Transfer, Setoff

If a Service involves a debit to any of your Accounts with us, you shall have in your deposit Account the required amount of available funds to enable us to make the debit. If you do not have sufficient available funds, as determined by us in

accordance with our then current policies and procedures, we shall have no obligation to process your Instruction or other transaction. Neither anything in this Agreement, nor any course of dealing between us, shall be deemed to constitute a commitment or offer by us to extend credit or grant overdraft privileges to you even if we have done so on one or more prior occasions.

If we credit your Account for any Funds Transfer or other payment order, the credit we give you is provisional until we receive final payment for the Funds Transfer or other payment order through an applicable payment system. If we do not receive final payment, you agree that you must refund to us the amount we credited to you for the Funds Transfer, and we may charge any Account you have with us for such amount.

In addition to, and not in lieu of any rights of setoff under the law, we shall have a contractual right of setoff against your deposits and other property now or in the future in our possession, or in the possession of our subsidiaries, Affiliates, foreign branches and other offices, for your obligations to us under this Agreement. We may exercise our right of setoff without demand upon or notice to you and it shall be deemed to have been exercised immediately upon any default by you without any action by us, although we may enter the setoff on our books and records at a later time.

Foreign Currency Exchange Risk

You acknowledge that there is foreign currency exchange risk and you accept such risk. You acknowledge that the value of non-Canadian dollar balances will fluctuate from time to time and may not bear the same exchange rate at any time after their initial deposit as they bore at the time of initial deposit. If all or any portion of the balances in the Accounts are subsequently converted, a gain or loss on the exchange may result due to fluctuating currency markets or other factors beyond our control.

Our Recording of Calls, Monitoring of Use, Consent for Service Calls

On behalf of you and your employees, you agree that we may record and/or monitor any telephone conversations we have with you or them in connection with the Services. However, we will not be liable to you if we do not record or maintain a record of a conversation. We may monitor and record the activity of any person using a Service. Anyone using a Service consents to such monitoring and recording.

By providing telephone number(s) to us, now or at any later time, you authorize us and our Affiliates and designees to contact you at any such numbers regarding your Accounts and Services with us and our Affiliates, using any means, including but not limited to placing calls using an automated dialing system to cell, VoIP or other wireless phone number, or by sending prerecorded messages or text messages, even if charges may be incurred for the calls or text messages.

Limitation of Liability

We shall be liable to you only for your actual, direct damages resulting from our failure to exercise ordinary care in performing each of the Services. Substantial compliance by us with our standard procedures for providing a Service shall be deemed to constitute the exercise of ordinary care.

You are responsible for selecting hardware, software and communications facilities which are compatible for use with the Services, and we shall have no liability to you for the selection, operation or maintenance of your equipment, software or communications facilities. We shall have no responsibility, and shall incur no liability, for any act or omission of yours, or for any error, omission or inaccuracy in the information contained in any Instruction.

Notwithstanding the foregoing, in no event shall we, any PNC Affiliate or any of our Service Providers (or any other party with whom we may be claimed to be jointly liable) be liable for any loss of profits, data or goodwill or for any indirect, consequential, incidental, punitive, exemplary or special losses or damages, or expenses (including without limitation reasonable attorneys' fees), which you may incur or suffer including, without limitation, any loss, damage or expense from subsequent dishonor or rejection of any transaction (such as dishonor of cheques or other items), whether or not the possibility of such damage was known, foreseeable or contemplated by us or them. In no event shall we or any PNC

Affiliate or any of our Service Providers (or any other party with whom we may be claimed to be jointly liable) be liable to you for any claim or cause of action, whether based on contract, tort, strict liability or any other legal theory, (i) in the case of a Funds Transfer, Instruction for the transfer of money or other payment that is misdirected, lost or otherwise paid to the wrong person as a result of our failure to comply with the terms of this Agreement or applicable law, for an amount in excess of the face amount of such Funds Transfer, Instruction or other payment and (ii) in all other cases, for an amount in excess of twelve (12) times the fees you have paid us for the particular Service(s) to which the claim or cause of action relates during the month immediately prior to the month in which the act or omission giving rise to the claim occurred. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN CONNECTION WITH ANY OF THE SERVICES OR ANY SOFTWARE OR EQUIPMENT WE MAY SUPPLY TO YOU, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

We offer certain products and Fraud Protection Services which are designed to detect and/or deter cheque and other payment system fraud. Payment system and cheque fraud has increased dramatically in recent years due to a number of factors. While no product or service can eliminate fraud, these products and services can significantly reduce the likelihood that certain types of fraudulent transactions attempted against your Accounts will be successful. As a result, you agree that if you fail to utilize or implement any of these products or Services, you will be precluded from asserting any claims against us with respect to, and we shall have no liability to you for, any unauthorized, altered, counterfeit or other fraudulent transactions occurring in your Accounts that the product or Service was designed to detect or deter.

NO THIRD PARTY SHALL HAVE ANY RIGHTS OR CLAIMS AGAINST US UNDER THIS AGREEMENT.

Indemnification

You agree to indemnify us, all PNC Affiliates and each of our and their respective shareholders, directors, officers, and employees (the "**Indemnified Parties**") and to hold each Indemnified Party harmless from and against any and all claims, damages, losses, liabilities and expenses (including all fees of counsel with whom any Indemnified Party may consult and all expenses of litigation or preparation therefor) which any Indemnified Party may incur, or which may be asserted against any Indemnified Party by any person, entity or governmental authority, in connection with or arising out of the matters referred to in this Agreement; provided, however, that the foregoing indemnity agreement shall not apply to any claims, damages, losses, liabilities and expenses solely attributable to an Indemnified Party's gross negligence or willful misconduct. You may participate at your expense in the defense of any such action or claim.

Your Agents

Any third party including, without limitation, any third-party processor, used by you to take any action in connection with a Service shall be deemed for all purposes under this Agreement to be your agent. All terms of this Agreement will apply to the acts and omissions of each such third party and you will be legally bound thereby.

Taxes

You shall be responsible for paying all taxes, however designated, levied or based upon the Services, excluding taxes based upon our net income or assets. You acknowledge that we may debit your Account or an account you may designate at PNC Bank, National Association for the collection of taxes prior to your receipt of a tax receipt statement.

Term and Termination

Either you or we may terminate this entire Agreement or any particular Service at any time upon not less than thirty (30) calendar days prior written notice. We may also terminate this entire Agreement or a particular Service immediately upon notice to you if one of the following occurs: (a) you fail to perform or comply with any of the terms or conditions of this Agreement (including, without limitation, any breach of Security Procedures); (b) you breach any other agreement between us including, without limitation, any agreement (i) relating to your indebtedness to us or (ii) relating to your Account(s) with us or (iii) which you execute as security for your obligations to us in connection with this Agreement; (c) you breach any of your representations and warranties in this Agreement; (d) your insolvency, receivership, or voluntary or involuntary bankruptcy, or the institution of any proceeding therefor, or any assignment for the benefit of your

creditors; (e) in our sole judgment, your financial condition or business is impaired or we reasonably believe that you may not have sufficient available funds in your Accounts with us at the time you are required to settle transactions hereunder; (f) in our sole judgment, it is necessary or desirable to do so because of legal process, applicable law or regulation, or other government guidelines; or (g) we suspect fraud or unlawful activity in connection with any Account or Service.

Notwithstanding any such termination, this Agreement shall continue in full force and effect as to all transactions for which we have commenced processing and as to all rights and liabilities arising prior to such termination.

- **Survival** - This Section, the joint and several liability provisions of the Section captioned "Agreement," and the following Sections shall survive termination of this Agreement: Confidentiality; Statements, Notices. Confirmations; No Extension of Credit, Fund Transfer, Setoff; Foreign Currency Exchange Risk; Limitation of Liability; Indemnification; Your Agents; Taxes; Force Majeure; Governing Law and Venue; Notices; Severability; Entire Agreement and Waiver of Jury Trial.
- **Customization** - If it is necessary to customize any Services to meet your needs, we will first tell you our estimated direct and indirect cost of the development and implementation of such Services. If you authorize us to proceed, and if this Agreement then terminates for any reason before we shall have recovered such costs, you will pay to us the amount of such unrecovered costs. We will give you an invoice detailing our unrecovered costs promptly after termination of this Agreement.

Force Majeure

Neither party shall have any responsibility nor incur any liability for any failure to carry out, or any delay in carrying out, any of such party's obligations under this Agreement resulting from acts, omissions, or inaccuracies of third parties not under such party's reasonable control, acts of God (including, but not limited to, fire, floods or adverse weather conditions), labor difficulty, legal constraint, war, terrorism, health emergencies including epidemics and pandemics, the unavailability or interruption of transmission or communication facilities or utilities, equipment or other technological failure, emergency conditions, or any other cause beyond such party's reasonable control. Notwithstanding the foregoing, no event or occurrence described in this Section shall relieve you of your obligation to make any payment to us at the time it is due hereunder.

Governing Law and Venue

This Agreement shall be governed by, and construed in accordance with, the laws of the Province of Ontario and the laws of Canada applicable therein, and the parties agree to the exclusive jurisdiction of the courts of the Province of Ontario for disputes arising in connection with this Agreement.

You hereby irrevocably consent and agree that any action, suit or proceeding resulting from, arising out of or related to this Agreement shall be instituted in the courts of the Province of Ontario and hereby waive any objection which you may now or hereafter have to the laying of the venue of any such action, suit or proceeding in any such jurisdiction, on the basis of a more convenient forum or otherwise.

Electronic Signatures and Records

Notwithstanding any other provision of the Agreement, the Agreement, any Documentation, any amendment to the Agreement, and any other information, notice, signature card, periodic statement, disclosure, agreement or authorization related to the Agreement (each a "**Communication**") may, at our option, be in the form of an electronic record. Any Communication, may, at our option, be signed or executed using electronic signatures. By signing or executing each Communication using an electronic signature, you consent to the use of electronic signatures. For the avoidance of doubt, the authorization under the paragraph may include, without limitation, use or acceptance by us of a manually signed paper Communication which has been converted into electronic form (such as scanned into PDF format) for transmission, delivery and/or retention.

Notices

Communications required or permitted under this Agreement must be in writing and will be effective upon receipt. Communications may be given in any manner to which you and we may separately agree, including electronic mail. Without limiting the foregoing, first-class mail, facsimile transmission and commercial courier service are hereby agreed to as acceptable methods for giving Communications. All such Communications shall be delivered to us at:

PNC Bank Canada Branch
International Sales Support
1900 E. 9th Street
B7-YB13-07-5
Cleveland, OH 44114

With a copy to:
PNC Bank, National Association
Legal Department
1600 Market Street, 8th Floor
Philadelphia, PA 19103
ATTN: Treasury Management Counsel

or to you at the address set forth on the PNC Bank Canada Branch Treasury Management Services Authorization and Notice to such address shall be effective Notice to you, including to all affiliated companies. Either you or we may change addresses by Notice to the other given in accordance with this Section.

In addition, you and we agree that we may, in our sole discretion, send such Communications to you electronically, or permit you to send such Communications to us electronically, in the manner described in this Section. Such Communications may be sent electronically by us to you (i) by transmitting the Communication to the electronic mail address provided by you or to such other electronic mail address as you may specify from time to time, or (ii) by posting the Communication on a website and sending you a notice to your postal address or electronic mail address telling you that the Communication has been posted, its location, and providing instructions on how to view it. Communications sent electronically to you will be deemed received and effective when the Communication, or a notice advising of its posting to a website, is sent to the specified electronic mail address.

Such Communications may be sent electronically to us by you by transmitting the Communication to an electronic mail address specified by us, from time to time, for the express purpose of receiving such Communications. Communications sent electronically to us will be deemed received and effective when the Communication, or a notice advising of its posting to a website, is received at the specified electronic mail address.

Assignment; Successors

Neither party may assign this Agreement or any of its rights or obligations hereunder, by operation of law or otherwise, without prior written consent of the other party, except that we may assign this Agreement or any part of it to any of our PNC Affiliates or to any entity that is our successor upon notice to you. We may contract with others to provide all or any part of the Services. This Agreement shall be binding upon, and inure to the benefit of, you and us and your and our respective permitted successors and assigns.

No Waiver

Except for changes made in accordance with this Agreement, no deviation, whether intentional or unintentional, shall constitute an amendment of this Agreement, and no such deviation shall constitute a waiver of any rights or obligations of either you or us. Any waiver by either you or us of any provision of this Agreement shall be in writing and shall not constitute a waiver of your or our rights under that provision in the future or of any other rights.

Headings

The headings in this Agreement are for convenience only and shall not be used for construction or interpretation of any provisions hereof.

Severability

In the event that any one or more of the provisions of this Agreement shall be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall not be affected or impaired thereby.

Entire Agreement

This Agreement (including those documents that are incorporated herein), constitutes your and our entire agreement with respect to the Accounts and Services covered by this Agreement and supersedes any previous or contemporaneous proposals, representations, warranties, understandings and agreements for such Services, either oral or in writing.

Notice of Change

From time to time, we may change any of the terms and conditions of this Agreement by giving you notice of the change through PINACLE or other electronic or written means. Your continued use of the Service after the effective date of any such change will constitute your agreement to the change.

WAIVER OF JURY TRIAL

WE AND YOU EACH IRREVOCABLY WAIVE ALL OF OUR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE ARISING OUT OF, BY VIRTUE OF, OR IN ANY WAY CONNECTED TO THIS AGREEMENT, ANY DOCUMENT EXECUTED IN CONNECTION HERewith, ANY AMENDMENT OR SUPPLEMENT HERETO OR THERETO, OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. WE AND YOU ACKNOWLEDGE THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY.

TERMS AND CONDITIONS FOR SPECIFIC SERVICES

The terms and conditions for Specific Services shall apply to you when you begin to use each specific Service.

Certain Definitions

Certain terms are defined in this Section. Other terms are defined elsewhere in this document.

The term **"Account"** means a deposit balance maintained at PNC Bank Canada Branch in Canadian or U.S. dollars, or such other currencies as approved by us in our sole discretion.

"ACSS" means an Automated Clearing Settlement System through which banks transfer funds electronically in Canada.

"Affiliate" means, with respect to any person, a person which, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or common control with, such person.

"Authorized Person" or "Authorized User" means a Person who is authorized by you to act for you and on your behalf in matters arising under or in relation to a Service, including giving instructions to us in performing the Service, as evidenced by such documentation as we may reasonably require, and includes Operators established by your system administrator.

"Available Funds" and "Available Balance" mean the funds available for withdrawal from an Account as determined by our Funds Availability Policy as in effect from time to time.

The term **“Banking Day”** means a day, other than a Saturday, a Sunday, or other day on which banks are authorized or required to close in Toronto, Ontario.

The term **“CPA”** means Canadian Payment Association, which operates under the brand name of Payments Canada.

“CPA Rules” means the operating rules and guidelines of the CPA, in accordance with the *Canadian Payments Act*, and the Payment Clearing and Settlement Act, and including information related to applicable rules, by-laws, and standards, as amended from time to time.

“Including,” “include,” and “includes” mean including without limitation.

The term **“Instruction”** shall mean any instruction, direction, payment order, Funds Transfer or other debit or credit order issued in your name.

The term **“Instrument”** means a bill of exchange (including a cheque), promissory note, security, chattel paper, other order (written or electronic) for the payment of money, clearing item or other value item that is negotiated, paid or processed for you or on your behalf or accepted for deposit, or for discount, collection or acceptance, or as collateral security or otherwise, and any such item will be considered an Instrument whether or not you are a party to it and whether it is in Canadian or another currency.

“Person” or **“person”** means any general partnership, limited partnership, corporation, limited liability company, joint venture, trust, business trust, governmental agency, cooperative, association, or other entity or individual person, and the heirs, executors, administrators, legal representatives, successors and assigns of such Person as the context may require.

“PINACLE” means our on-line and mobile banking portal through which you can have access to many of the Services we offer.

Access to our Services

Subject to the terms and conditions of this Agreement, we hereby grant to you a nonexclusive, nontransferable right to use the Services and any software or other technology to which we may give you access (the **“Technology”**) solely for lawful purposes in accordance with this Agreement. No right is granted for use of the Services or Technology by any third party or by you to operate a service bureau. You must retain intact all applicable copyright, patent and trademark notices on and in all copies of any such Technology. Upon termination of a Service, your license to use the Service and Technology shall terminate and you shall discontinue your use of them and of the related documentation.

If a Service involves the use of a user name, we may revoke your use of any user name that impersonates someone else, that is protected by trademark or by other law, or that is otherwise inappropriate, as determined by us in our sole discretion.

We reserve the right to suspend your access to all or a portion of a Service, or to temporarily restrict its use by you or an Authorized User, in whole or in part, at any time without notice to you. If we suspend or restrict your access because there is a security risk or other technical problem that may interfere with the proper continued operation of the Service, we will attempt to lift such temporary suspension or restriction as soon as practical. We also reserve the right to terminate your use of a Service if, in our sole judgment, you or the authorized user have misused, or we reasonably anticipate will misuse, the Service.

Availability of Services; Cutoff times

The hours of availability of a Service, and cutoff times or deadlines applicable to a Service, are as stated in the Section of this document for that Service, or in the Documentation for that Service, or as otherwise disclosed to you. A Service may be unavailable from time to time due to (i) scheduled downtime; (ii) reasonable needs for maintenance; (iii) failure of

equipment, computer programs or communications; (iv) limitations on access imposed to address a breach or threatened breach of security; or (v) events beyond our reasonable control.

Ownership, Trademarks and Copyrights

All rights, title and interest, including, without limitation, copyright, in and to our Services are owned by us or by the third parties from whom we have obtained the right to use them. You may not copy, modify, translate, decompile, reverse engineer, reproduce, adapt or disassemble any Service. The display of any trademarks on a Service does not grant a license or other rights of any kind in those marks to the reader. Any downloading of material contained on any web site may be a violation of federal trademark and copyright laws.

Access Requirements

We make many of our Treasury Management Services available to you through our online portal, PINACLE, or otherwise over the Internet. You must use a browser or device that meets our security and other requirements in order to access PINACLE. If necessary, you will be notified upon login to upgrade your browser or your device and will be provided with the necessary instructions. A list of our browser requirements and supported devices can be accessed within the PINACLE Help Center.

Administration

For certain Services, including PINACLE, you must appoint one or more system administrators who will have access to all of the Services available through a web browser or, if applicable, a mobile application on a computer, tablet or smart phone. Your system administrators will control which individuals within your organization (or at third parties providing services to you) have access to and can use the Services through those channels. If a Service requires two system administrators, they should be different persons. Your administrators will each have access to all of the applicable Services ("service module access") and will control which persons have access to and can use them and the level of such access ("administration access"). You are responsible for reviewing and verifying the access granted by your administrators from time to time. If a Service provides an optional feature to require secondary approval for operator entitlement changes, we strongly recommend that you use it at a minimum for Services which permit the movement of funds.

Direct File Transmissions

You may transfer files via our direct file transmission platform ("**Direct File Transmission**") to access our Services, using either: (a) a secure file transmission site: My File Gateway ("**File Transmission Site**") or (b) a direct host to host file transfer ("**Direct Host Transfer**"). You may use a third-party service provider as your agent to use our direct transmission platform.

- **File Transmission Site** – If you utilize our File Transmission Site, we will provide you with: (a) a secure site for file transmission and (b) a user ID and password to enable you to transmit files to the secure site. You must send and receive files to the File Transmission Site using the required user ID and password. We also offer additional options including PGP encryption, and will provide required keys and certificates to facilitate file transfer.
- **Direct Host Transfer** – If you utilize our Direct Host Transfer with a file transfer protocol (SFTP, AS2, Connect:Direct) approved by us, we will provide you with: (a) a user ID and password to enable you to transmit files, and (b) identifying information about the Direct Host Transfer. You must send and receive files utilizing Direct Host Transfer, by providing the required user ID and password and make use of a secondary means of file authentication (e.g. Internet Protocol (IP) address validation). We also offer additional options including PGP encryption, and will provide required keys and certificates to facilitate file transfer. You must provide us with additional information to enable us to authenticate and securely communicate with your server so that your files can be transmitted to us, including the IP address, port, and user ID and password.

You agree to comply with any additional requirements, authorizations, or other information as required by each specific Service, including with any payment instruction requirements.

As to software, equipment, and services associated with each party's performance under this Agreement, you and we agree to reasonably cooperate with each other in order to provide support services sufficient to meet the requirements for Direct File Transmissions, including items such as certificate updates, and IP modifications as required. Each party will reasonably assist the other in establishing and/or maintaining support procedures, and will complete reasonable problem determination procedures prior to contacting the other with a support-related matter. You and we agree to use reasonable efforts to avoid and resolve performance and unavailability issues. Each party shall perform consultation on the design and implementation of the connection to the other party and test the connection prior to validating it. The Receiving Party shall, if feasible, notify the Disclosing Party as soon as it determines that any transmission is received in an unintelligible or garbled form. Each party will perform commercially reasonable remedial actions as requested by the other to assist in problem resolution. Each party agrees to notify the other within a commercially reasonable time of the existence of any condition which might have an adverse effect on the parties' abilities to send or process transmissions.

Nothing in this Agreement shall require a party to disclose to the other party any Confidential Information. You and we will each implement appropriate policies and procedures for purposes of preventing unauthorized access to, and unauthorized disclosure of, transmissions. You are responsible for purchasing, selecting and maintaining the hardware, software or other technology you use to send data or information to us or to access the Services. You agree that we will not be responsible for the installation specifications (including cabling, power, and space), the installation, or the operation, maintenance or technical support of any third-party product.

In addition, the PINACLE File Format Testing Service ("**File Format Testing Service**") is a tool that can help you test files in a test environment. You agree that PNC will have no liability for any use of the File Format Testing Service, or any action or transaction in connection with the File Format Testing Service. You should only use test data for the File Format Testing Service. In addition to the test tool, you must complete end-to-end testing for your files, and meet all other requirements.

Application Program Interface (API)

You may use APIs to access our Services or other products and services provided by PNC in accordance with our Documentation and the PINACLE Terms and Conditions.

You may also use an agent processor ("**Agent Processor**") that will act as your agent and intermediary, on behalf of you, that can use an API for the purpose of obtaining information about your Account(s), sending or receiving data, and sending instructions (including payment instructions), in connection with the Services or other products and services provided by PNC. Before you use an Agent Processor, you must notify PNC and both you and Agent Processor must meet all of our requirements, including the requirements in this Section. Agent Processor may be required to enter into an agreement with PNC ("**Joint Customer Access Agreement**"). For the avoidance of doubt, Agent Processor is an agent of you, and any action taken by Agent Processor shall be considered an action taken by you under this Agreement, and not by PNC. Agent Processor is not PNC's vendor. PNC is in no way responsible or liable for the services that the Agent Processor provides to you. PNC's records are the official records of your Account(s), Services, or other products and services provided by PNC and not the Agent Processor's records. PNC is not responsible for what an Agent Processor may do with the data it receives from PNC. If an Agent Processor sends data to PNC then PNC can rely on the data, as if received directly from you, and PNC has no obligation to confirm its accuracy.

You may not use an API for any purpose, function or feature not described in the Documentation or otherwise communicated to you by us. Before you use an API, we will review and certify your use of the API as part of a certification process. We will update the API and Documentation from time to time, and may add or remove functionality. We will provide notice to you in the event of material changes, additions, or removal of functionality from an API.

We use standard API authentication protocol Open Authorization (“**OAuth2**”) for API security. We will provide required client secret API keys and access tokens for production and test transactions.

You will be able to authorize the use of APIs with the PINACLE Administration module. PINACLE administrators will be able to authorize and de-authorize the use of each API (or group of APIs), and will be able to define PINACLE operator credentials that may be used for certain API transactions. We consider any API transaction submitted with a valid PINACLE operator credential to be a valid and authorized transaction. You are responsible for auditing and securing the functions which your operators can perform through your systems with APIs.

We reserve the right to suspend or terminate your API connection, if you use an API in a way that is inconsistent with your intended usage during the API certification process or our Documentation.

You agree to comply with any additional requirements, authorizations, or other information as required by each specific Service and other product or service provided by PNC, including with any payment instruction requirements.

ACCOUNT SERVICES

Deposit Balances

You shall maintain deposit balances in each Account denominated in Canadian or U.S. dollars, or such other currencies as approved by us in our sole discretion. These deposit balances are payable only at our Canadian branch offices located in Canada. You acknowledge and agree that this Agreement shall apply to all such Accounts maintained by you at any time now or in the future.

Interest

We may pay interest on deposit balances in our sole discretion. Whether interest will be paid, the rate thereof, balance requirements and balance restrictions shall be determined by us and disclosed to you at Account opening. We use the daily balance method to calculate the interest on your Account. This method applies a daily periodic rate to the principal in the Account each day. Tiered-rate accounts earn interest on the entire account balance each day at the interest rate and annual percentage yield in effect for that day’s balance.

At our discretion, we may change the interest rate and annual percentage yield any time without notice to you. Upon notice, we may stop the payment of interest or change the manner in which interest is calculated and/or credited to you. If you desire current interest rate and annual yield information, please contact your PNC representative or review the interest rate information shown on your statement. We must report interest on Accounts to the appropriate governmental agencies. It is your responsibility to give us your correct tax identification number and to make certain written certifications to us as required by law.

Inactive Accounts

If an Account denominated in Canadian dollars is inactive, or you have not otherwise communicated with us about such Account for a period of ten (10) years, we will be required to transfer the balance in the Account as dormant property to the Bank of Canada. If your Account is inactive for a period of two (2) years or more, we reserve the right to impose a dormancy charge.

If an Account denominated in U.S. Dollars is inactive, or you have not otherwise communicated with us about your Account for the period provided by law, we may be required to transfer the balance in the Account as abandoned property to the appropriate United States authority. If your Account is inactive two (2) years or more, we reserve the right to impose a dormancy charge.

Account Ownership

You will provide customer identification data as we may reasonably request prior to the opening of an Account and hereby attest that all information provided to us regarding ownership, control and structure is true, complete and accurate in all respects. You will provide such other information as we may reasonably request from time to time in connection with any Account or Services rendered thereunder.

For each Account, you will provide us with the appropriate authorizations and specimen signatures in form acceptable to us and you covenant that the Services will only be used by persons properly authorized by you for such purpose. You should notify us immediately of any change in the officers of your business or signing authority for your Account. We may ask you to execute and deliver to us new account resolutions and signature cards before the change is made effective. You should also notify us immediately in writing of any change to your address or other contact information.

Your Account is not assignable or transferable except on our records. We must approve any pledge of your Account as security for a debt, and any pledge remains subject to our security interest and right of set off, unless we otherwise agree in writing.

Deposits to your Account

You may make deposits in any amount to your Account in different ways as permitted for each type of Account or Services employed by you. You shall be responsible for the verification of the authenticity and validity of all Instruments deposited to any Account and will have duly authorized the deposit of such Instrument to the Account. If you receive a credit to your Account through the ACSS or any other Funds Transfer, we may notify you of the credit on your next regular Account statement.

In addition to the limitations of liability set forth in the Agreement, in no event will we be liable for any loss or damage suffered by you that is caused by any missing, incomplete or fraudulent endorsement of any Instrument, except to the extent directly caused by our negligence. In addition to, and without limitation of or derogation from above, in no event will we be liable for any loss or damage suffered by you that is caused by a forged or unauthorized signature or a material alteration on any Instrument except to the extent directly caused by our negligence. In all such instances of fraud as described herein, you shall immediately notify PNC Treasury Management Client Care at 833-612-0544 with a complete description concerning the fraud event in order for us to comply with regulatory reporting requirements.

The law allows us to supply a missing endorsement to a deposited cheque, draft, or any other Instrument. However, we reserve the right to refuse to accept for deposit any item which does not bear a proper endorsement, which is payable to someone other than you or, in our sole discretion, under any other circumstances. If your endorsement is illegible because you have endorsed a cheque in the wrong location, you will be liable for any resulting losses.

All deposits accepted by us are subject to verification. You should retain your copy of any receipt or other document that evidences your deposit. If you claim that a deposit was not properly credited to your Account, we may ask you to show us your receipt or other document which evidences your deposit. You should not mail cash deposits. We will not be liable for any deposit that we do not receive. We reserve the right to make adjustments to your Account upon verification of your deposit or for computation or other errors related to your Account.

Withdrawals from your Account

Money may be withdrawn from your Account in different ways, as permitted for each type of Account or Services employed by you. All Instruments drawn on an Account will be made on forms supplied or approved by us. We strongly suggest that you date cheques with a current date. WE WILL NOT BE LIABLE TO YOU FOR PAYING CHEQUES WHICH ARE POST-DATED, STALE DATED (OLDER THAN SIX MONTHS) OR DO NOT BEAR A DATE. If you receive a debit to your Account through the ACSS or any other Funds Transfer, we may notify you of the debit on your next regular Account statement.

We may establish one or more limits (dollar amounts or otherwise) for the Services and Instructions drawn on the Accounts, and you will adhere to these limits. We may, in our discretion, change these limits from time to time and shall notify you within a reasonable time thereafter of such change. Notwithstanding any prior course of conduct, we will have no obligation to honor, and we may refuse to honor, any Instruction which might exceed any limits established by us.

Instruments deposited into the Accounts will be available for withdrawal pursuant to our Funds Availability Policy, separately provided to you. We may assess your Account with an interest charge each day on amounts to which you have been provided availability prior to receipt by us of final settlement on such Instruments.

We may take any steps or proceedings with respect to any Instrument deposited or discounted with us as we deem appropriate, either in our name or in your name. In the event that we take such steps or proceedings, you assign to us all of your claims against each party to any such Instrument.

You agree that we will not monitor specifications requiring multiple signatures or dollar limitations on Instructions drawn on the Account and that any such specifications are for your internal purposes, only. We shall have no duty, responsibility or obligation to review, examine or confirm the beneficiary or payee name, endorsement, signature, amount or other information appearing on any such Instrument.

You acknowledge and agree that digital images may be made or captured and used by us and other financial institutions in the exchange and clearing of payments in Canada or other jurisdictions. Original paper Instruments may be destroyed and not returned to you. We are entitled to act on any such images for all purposes as if they were an original Instrument. You acknowledge and agree that copies of images of Instruments may be provided to you before we have determined, in our sole discretion, whether the Instrument will be honored or accepted.

Presentment, Clearing, Settlement and Chargeback

Your Account may be debited on the day an item is presented by electronic or other means, or at an earlier time based on notification received by us that an item drawn on your Account has been deposited for collection in another financial institution. A determination of your Account balance for purposes of making a decision to pay or return an item or debit due to insufficiency of available funds may be made at any time between the receipt of such presentment or notice and the time of payment or return of the item or debit, and no more than one such determination need be made.

If there are sufficient funds to cover some but not all of your withdrawal orders, we will exercise our discretion (i) in paying some but not all of the items, and (ii) to pay the items in any order. Our general practice is to post withdrawals from your Account according to the date and time we receive notice of the transaction. We receive notice of transactions at various times throughout the day, and not necessarily in the order in which they occur. If we do not have information that allows us to determine the exact time notice of a transaction was received, we may assign an approximated time to that transaction. Because processing times vary, the time we receive notice of a transaction may differ from the time shown on a receipt. The order in which we process these withdrawals may affect the total amount of overdraft interest and returned item fees charged to your Account. We will not be responsible for damages or wrongful dishonor if any item is not paid as a result of the order in which we process the withdrawals.

In determining whether you have sufficient funds in your Account to pay cheque and other withdrawal items, we will consider both of the following: (1) the deposits and withdrawals posted to your Account, and (2) all pending electronic transactions for which we have received notice, even if those transactions have not yet posted to your Account. We may conclusively rely on notice of electronic transactions in determining whether you have sufficient funds in your Account to cover a withdrawal even if the notice incorrectly describes the transaction. This could result in an overdraft if sufficient funds are not available in your Account to pay all cheques and other withdrawal items. We will not be responsible for damages or wrongful dishonor if any item is not paid because of insufficient funds resulting from this method of determining whether you have sufficient funds to pay all cheques and other withdrawal items.

You waive presentment for a payment, notice of dishonor, protest, and notice of protest of any Instrument. You will be liable to us on any Instrument as if it has been duly presented for payment and protested and notice of dishonour and protest given to all parties to it as provided by applicable law.

We may present and deliver Instruments and Instructions for payment, clearing, collection, acceptance or otherwise through any bank or other party and in any manner as we deem appropriate. We may also accept and deliver any form of settlement or payment for any Instrument or Instruction, as we deem appropriate.

You agree that all items deposited and subsequently dishonored will be debited to the original Account of deposit or such other PNC account as designated by you. Errors in deposits will be adjusted by the appropriate debit or credit to the original Account of deposit. We will notify you of any returns or errors in deposits in a manner to be agreed upon.

We may credit and debit any Account in the amount of every Instrument or Instruction that is payable by you or that is presented to us for payment from your Account. We may debit any Account that we have credited to the Account (or otherwise paid to you) and (i) which we have determined was credited to the Account, or otherwise paid to or on your behalf, as a result of an error or (ii) which is forged, fraudulent or unauthorized in any way, including as a result of material alteration or any forged, fraudulent, unauthorized, missing or incomplete signature or endorsement, or (iii) for which we do not receive irrevocable settlement or payment, together with all associated costs, charges and expenses incurred by us. Notwithstanding any prior course of conduct, we will have no obligation to honor, and we may at any time in our sole and absolute discretion refuse to honor any Instrument or Instruction in accordance with our policies and procedures or which is not otherwise in compliance with CPA Rules or, which, if honored, might overdraw your Account or increase an overdraft in your Account. You will pay us immediately the amount of any overdraft in an Account. Your Account will be assessed with an interest charge each day on the amount of the overdraft. The interest charge will be separately disclosed to you.

Cheques drawn on financial institutions in Canadian or U.S. dollars, or such other currencies as approved by us in our sole discretion, shall be credited to the Account in the currency in which they are drawn.

Stop Payments

You may stop payment on any cheque. Prior to submitting a stop payment request, you must verify your previous statements and/or review your outstanding records to ensure that the item in question has not already been processed through the Account. We must receive your stop payment order at a time and in a manner which gives us a reasonable opportunity to act on it. Stop payments requests received after cut-off times will not be processed until the following Banking Day. You must review your withdrawal activity after making the stop payment request to verify whether the item was debited against the Account. If a debit is identified, we must be notified immediately, and we will make reasonable attempts to reverse the item provided that we will have no liability to you in the event such reversal is denied. A stop payment order is effective for six (6) months from the date the order is received. If the item in question is post-dated, the stop payment request will be retained for one (1) year after the date of the item. You may place a stop payment order by calling Treasury Management Client Care 833-612-0544 no later than noon. We will request the following information about the cheque to be stopped:

- Account Number
- Amount of cheque (optional)
- Date of item
- Full payee name (optional)
- MICR-encoded serial number or serial number range
- Expiration Date (optional)
- Memo (optional)
- Reason (optional)

In the event we inadvertently pay an item over your valid stop payment order, we may refuse to recredit your Account if you owed the money to the payee. You will be required to provide evidence satisfactory to us of the amount of your loss. If we recredit your Account, you shall be deemed to have assigned to us all of your rights against the payee, both on the item and on the underlying claim, and we may require you to sign an affidavit that you did not receive full value from the transaction for which the cheque was issued and otherwise cooperate in our recovery efforts.

CORPORATE ONLINE AND MOBILE BANKING PORTAL

PINACLE

PINACLE features include, but are not limited to the following:

Information Reporting and Data Exchange

This Service provides you with balance and transaction information for your Accounts on a current day and/or historical basis. There are a variety of reports and tools available on PINACLE that allow you to create custom reports and searches to find only the data you need to review or export. You may choose to view/receive your current day and/or previous day information directly, or you may have PNC deliver your Account information to another financial institution or entity. This Service also includes online statement delivery. You are responsible for timely reconciliation of your statement.

Current day reports allow you to see updated balance and transaction information during the current Banking Day. Transactions that display on current day reports are received by us, but not yet posted to your Account. They are subject to verification and adjustment. For final review of the Account balance and transactions for the day, you should use previous day reports, which show all final and posted activity.

You may choose to have information for your accounts at other financial institutions or entities sent to PNC for inclusion on the PINACLE current day and/or previous day reports. PNC will receive this data from the other financial institution's data exchange provider and will make it available through PINACLE as it is available. You agree to authorize the other financial institution to send this information to PNC. The specific level of detail included in the data file and frequency of reporting is selected by you when establishing the data exchange service with the sending financial institution. PNC is not responsible for the accuracy or timeliness of any data sent to us from a third party.

Event Notification

Event Notification is a service available to notify PINACLE Operators that certain events regarding your Accounts have occurred. Some notifications also include the option to deliver an electronic version of certain reports or statements as an attachment to the notification. Notifications are predefined by each Operator and can be established for one-time or recurring use. Operators have the option to receive notifications of events online while using PINACLE, by e-mail, by text message on the Operator's mobile device, or any combination of these delivery methods (standard text message and data usage rates may apply - please check with your wireless carrier). Operators may only establish notifications based on the entitlements granted to the Operator for the specific module related to the notification.

Operators have the ability to specify additional recipients for email notifications, including those that contain reports or statements. Recipients do not need to have access to the Event Notification utility or be a PINACLE Operator to receive notifications. The user who adds the additional recipient bears the responsibility for adding valid and appropriate email addresses. You can choose to disable this feature to prevent additional recipients from being added to the notification emails.

There can be delays in email systems that can potentially affect the time at which you receive the notification. Also, the notifications are sent at the time the event criteria have been satisfied and such criteria may no longer be met at the time the user can log into PINACLE to review the event that triggered the notification.

Notifications related to balances or incoming transactions can help you know when to log into PINACLE to review your Account, and any balance or transactions specified in such notifications are subject to verification and adjustment. Before initiating any transactions or making any decisions based on these notifications, we recommend you review the additional details available on PINACLE related to these balances and/or transactions.

Secondary Authentication

Secondary authentication is used for authentication to log in to PINACLE when an additional layer of verification is required. Secondary authentication will use a security code that can be received by a delivery method, including by text message, email, token, and/or voice call. You and your PINACLE Operators must meet the requirements for secondary authentication and enroll in at least two security code delivery methods for each Operator. PNC is not responsible for any delay or inability to access PINACLE if your or your Operators do not meet the requirements for secondary authentication, including if any contact information is outdated or inaccurate.

Credit Management

This Service enables you to perform the following functions with respect to your lending facilities with us: access information relating to your lending facilities, including, without limitation, balance information, payment history and loan availability, and upload and submit collateral documents, financial statements, insurance certificates, borrowing base certificates and other documents related to your lending facilities. Any current day balance or transaction data we report is subject to verification and adjustment. This Service also allows you to request loan advances under your lending facilities, and make payments on your loans, by transferring funds between Accounts that you have designated and that we have approved for such transfers. All payments and advances are subject to our review and approval, and funds will be debited from and credited to your designated Accounts upon our verification of your request.

Confirming Transactions

You are responsible for reviewing, approving and confirming transactions created or entered on or submitted to PINACLE. Each PINACLE service has reporting available for you to confirm that we have received and processed your transaction request. These reports should be routinely used to ensure that all requests have been confirmed. We will have no obligation to contact you if any attempted transaction cannot be processed or is otherwise rejected.

Confirming Entitlements and Audit Reporting

Your system administrators, admin1 and admin2 will have administration and service module access to all modules and accounts that are associated with your Company User ID from time to time. Admin1 and admin2 can grant service and/or administration access to individuals (“**Operators**”) by creating Operator IDs with passwords and profile information and assigning account and service module privileges to them. Operators who are given administration access can perform the same administrative functions as admin1 and admin2, but only for the service modules that are assigned to them. Admin1 and admin2 can also modify, reset, activate, disable or delete Operators and their passwords and profiles as well as their account and service module privileges. Certain administrative tasks may require the approval of a second Operator if your company has elected to use our secondary approval feature. The Administration module has reporting available for operator entitlements (overall and by module) that can assist you in periodic review of operator access to accounts, functions, and transaction limits. There are also audit reports available that show operator access and administrative actions including password changes, operator resets, and security question resets. In addition, each module has its own detailed audit report for operator actions regarding transaction creation and approval which also includes a final transaction confirmation or rejection status from the bank.

Client Services

This feature enables you to submit issues and inquiries for your Services, including (but not limited to) the ability to request Instruction amendments, cancellations, recalls, returns and reversals. By giving Authorized Users access to the Client Services module, you are granting them authority to request these types of changes. Any request submitted through Client Services is subject to our review and approval.

You represent and warrant to us that all transfers that you make using this Service that result in the commingling of your funds and those of your subsidiaries or Affiliates have been duly authorized by all necessary parties.

Commercial Card Services

This Service enables you to perform certain functions with respect to your commercial card program with PNC, including card ordering, card maintenance, card transaction viewing and reporting, statement downloading and payments of outstanding card balances. You will be responsible for granting access to and authority to use the commercial card service module in accordance with the terms of this Agreement and your commercial card agreement with PNC.

PINACLE CONNECT SERVICES

If you are eligible, you may use this Service in accordance with our Documentation and the PINACLE Terms and Conditions.

This Service uses a third-party service provider (together with its affiliates, “**Connection Provider**”) to facilitate the transfer of information about your Account(s) from PNC to your designated ERP service provider (“**ERP Service Provider**”) and the transfer of your data and instructions (including payment instructions) from your ERP Service Provider to PNC. In order to use this Service, you will need to install software (e.g., a plugin) provided to you by the Connection Provider, or use other connectivity means as directed by the Connection Provider, which enable such transfer through the Connection Provider’s platform (the Connection Provider’s software and any such connectivity means, together with its platform, the “**Connectivity Platform**”). Before you use this Service, you must notify PNC and meet all our requirements. For the avoidance of doubt, your ERP Service Provider is an agent of you, and any action taken by ERP Service Provider shall be considered an action taken by you under this Agreement, and not by PNC. Your ERP Service Provider is not PNC’s agent, supplier, or vendor.

PNC and Connection Provider are in no way responsible or liable for: the products or services provided by the ERP Service Provider; your use of the products or services provided to you by the ERP Service Provider; the actions or omissions of your ERP Service Provider; any data, information or instructions provided to PNC by your ERP Service Provider, including but not limited to any errors or issues associated with such data, information or instructions; or your ERP Service Provider’s failure to maintain the confidentiality or security of the information and data provided by PNC to your ERP Service Provider via the Connection Provider. PNC’s records are the official records of your Account(s), Services, or other products and services provided by PNC and not the ERP Service Provider’s records. PNC is not responsible for what ERP Service Provider may do with the data or information it receives from PNC. If the ERP Service Provider sends data, information or instructions to PNC, then PNC can rely on the data, information and instructions, as if received directly from you, and PNC has no obligation to confirm its accuracy, unless otherwise instructed by you. PNC is in no way responsible or liable for the acts or omissions of the Connection Provider including, but not limited to, any data, information or instructions sent by your ERP Service Provider to PNC via the Connection Provider, or your use of the Connectivity Platform provided to you by the Connection Provider.

You may not use this Service for any purpose, function or feature not described in the Documentation or otherwise communicated to you by us. Before you use this Service, we will review and certify your eligibility and fit for the service. We will update the Service and Documentation from time to time and may add or remove functionality. We will provide notice to you in the event of material changes, additions, or removal of functionality from the Service.

This Service uses standard API authentication protocol Open Authorization (“**OAuth2**”) for API security. We will provide required client secret API keys and access tokens for production and test transactions.

You will be able to authorize the use of this Service with the PINACLE Administration module. PINACLE administrators will be able to authorize and de-authorize the use the Service feature(s) and will be able to define PINACLE operator

credentials that may be used for certain the Service feature(s). We consider any transaction submitted via the Service to be sent with a valid PINACLE operator credential and to be a valid and authorized transaction. You are responsible for auditing and securing the functions which your operators can perform through your systems with the Service.

We reserve the right to suspend or terminate your access to the Service, if you use the Service in a way that is inconsistent with your intended usage during the certification process or our Documentation. In the event that either you or PNC terminate this Service for any reason, you will promptly discontinue your use of the Connectivity Platform and completely, securely and permanently delete the Connectivity Platform.

You agree to comply with any additional requirements, authorizations, or other information as required by each specific Service and other product or service provided by PNC, including with any payment instruction requirements.

In addition to your other indemnification obligations under this Agreement, you agree to indemnify us and Connection Provider from any and all claims, damages, losses, liabilities, costs, expenses (including all fees of counsel with whom we or Connection Provider may consult and all expenses of litigation or preparation therefor), fines, or penalties in connection with or arising out of: the acts or omissions of your ERP Service Provider, any unauthorized or unlawful access to, or use, loss or disclosure of any information about your Account(s) provided by PNC to your ERP Service Provider, or your use of your ERP Service Provider in connection with this Service.

Ownership

This Service and the Connectivity Platform contains valuable intellectual property rights and are propriety to us and our licensors, including but not limited to Connection Provider, and title thereto remains with us and our licensors. You do not acquire any rights, express or implied, in this Service or any third-party software incorporated therein other than those specified in this Agreement. All applicable rights to patents, copyrights, trademarks and trade secrets in this Service are and shall remain with us, our licensors or the Connection Provider.

Restrictions

You agree that you will not, and will not request, assist or enable others to, do any of the following in relation to the Services and Connectivity Platform: (a) copy, rent, lease, sell, transfer, assign, sublicense, disassemble, reverse engineer or decompile any part thereof; (b) delete or modify any intellectual property and/or confidentiality notices that may be incorporated therein; or (c) use the Connectivity Platform to operate or manage the business operations of any third party, or otherwise upon the instructions or on behalf or for the benefit of, any third party (including as part of any application service provider, service bureau, "white labeling", "private labeling", facilities management, timeshare, or other similar arrangements or services); or (d) otherwise use or reference the Connectivity Platform to build a product or service competitive with the Connectivity Platform or that uses similar ideas, features or functions as the Connectivity Platform.

Third Party Beneficiaries

YOU ACKNOWLEDGE AND AGREE THAT (A) CONNECTION PROVIDER IS A THIRD-PARTY BENEFICIARY OF THESE PINACLE CONNECT SERVICE TERMS AND CONDITIONS, AS WELL AS THE LIMITATION OF LIABILITY AND INDEMNIFICATION PROVISIONS IN THE GENERAL TERMS AND CONDITIONS OF THIS AGREEMENT; (B) IN RELATION TO THIS SERVICE, THE TERM "INDEMNIFIED PARTIES" AS USED IN THE GENERAL TERMS AND CONDITIONS TO THIS AGREEMENT ALSO INCLUDES CONNECTION PROVIDER; AND (C) AS BETWEEN YOU AND THE CONNECTION PROVIDER, THE FOLLOWING ADDITIONAL TERMS REQUIRED BY THE CONNECTION PROVIDER SHALL APPLY (WHICH TERMS SHALL PREVAIL TO THE EXTENT OF ANY CONFLICT OR INCONSISTENCY WITH THE GENERAL TERMS AND CONDITIONS):

Additional Terms

- a) Your permission to use the Service and Connectivity Platform is based on the assumption that all payments to be made based on information or instructions provided through the Service and Connectivity Platform have been approved by your representative duly authorized to so approve the payments, through an authorization process determined by PNC (the “**Approval Process**”).
- b) In any event, if Connection Provider is held liable to you for any reason whatsoever in connection with the Connectivity Platform or Service, you agree that the Connection Provider’s aggregate liability shall not exceed Five Thousand U.S. Dollars (US \$5,000).
- c) THE PLUGIN IS PROVIDED “AS IS” AND CONNECTION PROVIDER DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. CONNECTION PROVIDER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND THAT THE PLUGIN, OR RESULTS OF THE USE THEREOF, WILL MEET YOUR REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, OR BE ERROR-FREE.

YOU AGREE THAT THESE TERMS, INCLUDING IN PARTICULAR THE LIMITATIONS AND EXCLUSIONS OF LIABILITY SET FORTH HEREIN, ARE FAIR AND REASONABLE IN LIGHT OF THE FOREGOING AND APPROPRIATELY ALLOCATE RISK, AND CONNECTION PROVIDER HAS RELIED UPON THESE TERMS IN PROVIDING YOU WITH ACCESS TO THE PLUGIN. THE LIMITATIONS AND EXCLUSIONS OF LIABILITY SHALL APPLY (A) TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND (B) WHETHER ANY CLAIM IS BROUGHT BY YOU DIRECTLY AGAINST CONNECTION PROVIDER OR OTHERWISE (E.G., THROUGH PNC), AND REGARDLESS OF THE LEGAL THEORY OR CAUSE OF ACTION (WHETHER CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE).

RECEIVABLES SERVICES

INTEGRATED RECEIVABLES

Description of Services

This Service is intended to provide you with lockbox mail collection services for remittance payments from your customers with access to images of those payments and accompanying remittance documents received through your lockbox located in Canada.

Mail Account

An Account will be maintained by you in conjunction with this Service for the deposit of cheques, drafts and other Instruments for the payment of money (“**Items**”). Your relationship to us as depositor will commence only when Items are credited to your Account. Prior to such time, we will be a bailee as to Items in our possession.

You will advise your customers to send Items to be processed under this Service to the lockbox address in the Documentation. We will pick up mail containing Items at the Canada Post from time to time in accordance with our regular lockbox collection schedules.

Acceptable Payees

Acceptable payees on Items received for processing in the lockbox will be restricted to your legal name, including registered trade names, as reflected on your Account, or reasonable variations thereof, and upon our consent, Items payable to your Affiliates. You represent and warrant that no Items payable to unrelated third parties shall be directed to the lockbox for processing.

Inspection of Items

Each Banking Day, we will open the envelopes picked up from the lockbox and will remove their contents. Holidays observed by the Canada Post will not be treated as a Banking Day. Items contained in the envelopes will be inspected and handled as follows:

- **Payees.** An Item not bearing an acceptable payee designation, as set forth above and pursuant to your instructions as set forth in the implementation Documentation related to this Service, will not be deposited in the Account. If a necessary endorsement of a payee (other than yours) is missing, the Item will not be deposited into the Account.
- **Dates.** An Item will be deposited into the Account even though it is stale-dated or does not bear a date. Postdated Items will be returned to you along with any accompanying documents that are related to the Items unless you subscribe to exception processing, not to exceed 365 days for future processing.
- **Amounts.** If the written and numeric amounts of an Item differ, the written amount will control over the numeric amount unless the written amount is ambiguous. If the amount of an Item cannot be determined or if the amount is missing altogether, the Item will not be deposited into the Account.
- **Drawer's Signature.** If the drawer's signature is missing, we will return the original Item to you, and any accompanying documents that are related to the Item.
- **Alterations.** An Item which appears to us to have been materially altered will not be deposited into the Account.

Other Language

We will have no responsibility to look for or detect "paid in full" or similar language appearing on or with Items. Items will be deposited into the Account notwithstanding any such language, and we will have no liability to you as a result of such deposit.

International Payments

Items that are denominated in a currency other than in U.S. or in Canadian currency and which are drawn upon a bank other than a U.S. or Canadian bank ("foreign currency") will not be processed. These Items will be returned to you unless you have instructed us to forward the Item to a PNC U.S. lockbox processing location for processing to an account maintained by you at PNC Bank, National Association.

Processing Procedures

Items found acceptable for deposit will be encoded, endorsed, and deposited into the Account. The endorsement will be our standard endorsement for lockbox items, as it reads from time to time, and this endorsement will be the binding endorsement of the payee of the Item. We will process Items and make deposits throughout each Banking Day. During each Banking Day, we will make available to you images of deposited items and accompanying documents.

We will send back to you original Items that are unacceptable for deposit, and any accompanying documents and other miscellaneous written communications received through the lockbox. Items denominated in a foreign currency will be processed in accordance with the Section on International Payments, above.

Image Delivery

We will make images of the documents listed above available to you through PINACLE, by transmission or by delivering to you a CD-ROM or other agreed upon physical medium.

If you elect to receive images on a physical medium, we will deliver a CD-ROM or other physical medium to you daily, weekly or monthly as you request. The CD-ROMs or other physical medium we send you will contain encrypted images to help protect from unauthorized access. We will provide you with the software necessary for you to decrypt the images. You will be responsible for managing access to and use of the decryption software and any related tools used within your organization for access to your images.

We will handle original Items and present them for payment according to our procedures in effect from time to time. Certain original documents that are too large or otherwise cannot be scanned will be returned to you. We will destroy the originals of all other documents five (5) Banking Days after we receive them. We retain image files for a limited period of time, which may change from time to time and which we will tell you upon request. You may also download your images from PINACLE and/or take delivery of the images on CD-ROM or other physical medium that you can keep. If the image of a particular document (other than an Item) is not legible, we will be unable to produce another image or copy if you tell us after we have destroyed the original. We will not be liable to you if an image is not legible.

Image Retention

All deposited Items will be imaged in processing sequence for reference purposes. We will retain the images for a period consistent with our policy in effect from time to time and will provide photocopies of deposited Items to you upon timely request and payment of our retrieval and photocopying charges.

Returned Items; Adjustments

Any Items returned unpaid, for any reason, will be charged back to the Account. We have the right to credit or debit the Account to correct processing mistakes. Copies of credit or debit advices will be sent to you.

Return of Paper Documents

If you have elected not to receive image delivery of all or some of the documents listed above via PINACLE, CD-ROM or other electronic or non-paper physical or electronic medium, and instead have chosen to receive paper documents, you acknowledge and accept the additional risk of inadvertent mailing errors and other errors related to returning original or printed copies of your documents. You agree to release us from any claims, losses, damages or liabilities you may incur as a result of the inability to reconstruct lockbox documents that we mail to you or that are lost or misdirected, or as a result of any disclosure of the paper documents and their contents, in the absence of our gross negligence or willful misconduct.

Termination; Liquidated Damages

Any mail received by us in the lockbox after the termination date will be sent to the address specified by you for a period of three (3) months. You will pay us our charges for forwarding any mail. If you terminate this Service before you have used it for twelve (12) consecutive months for any reason other than our failure to reasonably perform our obligations hereunder, you will pay to us, as liquidated damages and not as a penalty, an amount equal to sixty percent (60%) of our average monthly billings to you for this Service multiplied by the number of months remaining until the end of the 12-month period.

REMITTANCE ON-SITE SERVICE

Description of Services

This Service allows you to scan cheques, plus any associated remittance documents and transmit the Images to us as if such cheques and documents had been sent directly to your lockbox with us. We will use those electronic images to create Image Printouts and enter them into the cheque collection system or we will enter the Images into the collection system. We will provisionally credit your Account for the deposit ("**Remittance Deposit**"). We will make Images of the cheques and associated remittance documents available to you through PINACLE. The terms "**Image**" and "**Image Printout**" have the meanings given to those terms in the CPA Rule A10.

Agency

You acknowledge and agree that when you create an Image using this Service, you are acting as our agent for the purpose of creating the Image, and that any Image that you create in this way will be treated for legal purposes as if we had created the Image itself under CPA Rules. You agree to abide by all laws and rules applicable to you and to us related to the creation, storage and destruction of Images, including CPA Rule A10. You may not further delegate the role as our agent.

Software and Materials

In order for you to use this Service, you will be provided with a CD-ROM to install the software. We will provide a user manual and other appropriate materials that will give you details on how to use this Service and install the software. The user manual and any other materials are considered part of the Documentation for the Service.

Transmissions

In order to transmit your Remittance Deposit file, containing your Images and associated remittance documents, you will have to comply with any Security Procedures. You will transmit the Remittance Deposit file to a secure site as directed in the user manual. You will scan each cheque, plus any associated remittance documents.

We will not process duplicate, partial or incomplete Remittance Deposit files. If you cannot scan an original cheque or you do not want to use this Service to deposit an original cheque, you may send the original cheque via mail to your lockbox, and the cheque will be processed in accordance with the Agreement.

If the Image Printout or an Image is returned for any reason, we will return the cheque to you as a Return Replacement Document ("**RRD**") as defined in CPA Rule A10. Subject to our right to refuse any item for deposit, you may re-deposit any cheque that was deposited using this Service by sending us another Remittance Deposit file containing an Image or the RRD. After you have sent us an Image for deposit, you may not deposit the original cheque with us or with any other financial institution, even if an Image Printout is returned. You must employ appropriate measures to ensure that original cheques are not deposited.

Purchase of Equipment and Retention of Cheques

While using this Service and upon reasonable notice, you agree that we can inspect your premises as we deem necessary within our sole discretion in order to determine your compliance with the provisions of this Agreement. You must purchase the scanners you need to use this Service. We may recommend a vendor from whom you can purchase scanners, but you must purchase scanners that are compatible with this Service. You agree that we have no liability to you or your agents for the use, purchase, maintenance, quality, or any other aspect of the scanners.

You agree to retain each original cheque, and an Image of each original cheque in a format specified by us, without affixing any void language to the original cheque, for a minimum of fourteen (14) calendar days from the date of the deposit ("**Retention Period**"). You agree, upon our request and during the Retention Period, to provide either the original cheque or an imaged copy of any cheque that was transmitted to us using this Service. You agree to store each original cheque and an image of each original cheque in a secure location. Upon reasonable written notice to you, you agree that we can inspect the location where you keep the original cheques and imaged cheques, but we have no obligation to conduct an inspection. You agree to destroy each original cheque fifteen (15) calendar days from the date of the deposit.

Deposit of Cheque Images

You will ensure all Images comply with the applicable laws and the requirements established from time to time by us, the CPA, or any other regulatory agency or association. Images must be legible, as determined in our sole discretion and include clearly legible and unaltered magnetic ink character recognition ("**MICR**") information.

You are responsible for determining whether an original cheque is eligible for deposit as an Image in accordance with these terms and conditions and the Documentation. Without limiting the foregoing, you shall not deposit Images that are (i) not eligible under CPA Rule A10 for the creation of Images, (ii) not encoded by MICR, (iii) payable in a currency other than Canadian or U.S. dollars, (iv) drawn on or payable through a financial institution located outside of Canada, (v) payable to any person other than the owner of the account to which the Image is to be deposited, (vi) payable jointly, unless deposited to an account in the name of all payees, (vii) altered in any way, or which you know or suspect, or should know or suspect, are fraudulent, or (viii) photocopies, PDFs or other printouts of items.

You shall review each Image prior to transmission of the Image to us in order to confirm the legibility and accuracy of the Image, and that the Image satisfies the quality standards as specified in our Documentation. You assume sole responsibility for ensuring that all information from the original cheque is accurately captured in the resulting Image.

You acknowledge and agree that (i) we do not separately verify that the Image is eligible for conversion to an Image or Image Printout or verify the accuracy, legibility or quality of the Image or MICR line information received from you and (ii) you are responsible for any copies of Images or original cheques that you maintain, and you are responsible for any loss that may arise as a result of unauthorized access to or use of such original cheques or Images. Except with respect to your rights to re-deposit any cheque that was deposited using this Service as indicated above, we are not obligated to accept an Image for deposit from you, and we may in our sole discretion reject a Remittance Deposit at any time and request that you deposit the original cheque.

With respect to each Image that you send to us, and each Image Printout that we make from such an Image, you represent and warrant that (i) each Image complies with applicable laws and will our specifications and quality standards hereunder, (ii) you have taken reasonable steps to securely store and destroy original paper cheques in accordance with these terms and conditions, (iii) payment has not been made or sought on a cheque more than once, including by depositing the original paper cheque with us or any other financial institution, (iv) all information you provided to us is true and accurate, each cheque is authentic and valid and properly payable to the account holder, and (v) each cheque has not been altered and all signatures on it are authentic and authorized. In addition, you are deemed to make to us any representation or warranty that we make to any person (including without limitation a collecting bank, a paying bank, a returning bank, the drawee, the drawer, any endorser, or any other transferee). You agree that an Image that is received by us using this Service or an Image Printout created by us in accordance with these terms and conditions, shall be considered a cheque and/or an item for all purposes under the Agreement. In addition, you agree that each Image is an official image within the meaning of the Bills of Exchange Act (Canada) and will be used for all purposes as an eligible bill under that act.

With respect to each Image that you send to us, and each Image Printout that we make from such an Image, you shall indemnify and hold us harmless from and against any and all claims, demands, damages, losses, liabilities, penalties and expenses (including, without limitation, reasonable attorney fees and court costs at trial or on appeal) arising directly or indirectly: (a) from a breach of a representation or warranty as set forth in these terms and conditions, (b) as a result of any act or omission by you in the creation of the cheque image or its transmission to us; (c) from any duplicate, fraudulent or unauthorized cheque, Image or Image Printout that relates to the original cheque or the Image; or (d) from our action or inaction taken to collect, or otherwise in connection with, an Image that you send us or an Image Printout that we produce from such a cheque image. The foregoing indemnification obligation shall not apply if the losses, claims, damages, liabilities and expenses result solely from our gross negligence or willful misconduct.

Termination of Service

In addition to the termination provisions otherwise set forth in this Agreement, we reserve the right to suspend your access to all or any portion of the Service at any time without notice to you.

REMOTE DEPOSIT (DEPOSIT ON-SITE)

This Service is intended to provide you with remote deposit services involving the presentment for deposit of digital images of cheques, or the return of those cheques, in Canada.

Definitions and Interpretation

Capitalized terms have the meanings given to them in the Agreement, or as set forth below. Capitalized terms that are not defined herein, have the meanings given in CPA Rules.

“BEA” means the *Bills of Exchange Act* (Canada).

“Image” means a digital representation of the front and back of an original paper Instrument. For greater certainty, an

Image is an Instrument under the Agreement.

Description of Services

This Service will allow you to deposit cheques into your Account by making images of the cheques using an approved remote capture device. We will enter those electronic images into the collection system and you will receive provisional credit to your Account for the deposit. You agree that, upon reasonable notice, we can inspect your premises as we deem necessary within our sole discretion to determine your compliance with the terms and conditions for this Service.

Additional Services

In addition to making deposits, this Service enables you to:

- Access various reports in multiple formats
- Research deposits and items on deposit
- Capture deposit information for accounts receivables purposes
- Provide information to assist with account reconciliation

Transmissions and Equipment

To use this Service, you must use PINACLE. Users and roles can be established for this Service using PINACLE. You must obtain processing equipment, including compatible electronic channels, hardware, operating systems and software approved for such use by us. We will provide you a list of cheque scanners and a list of vendors from whom you may purchase them. The technical specifications required for cheque scanners are set forth in the implementation Documentation. You agree that we have no liability to you or your agents for the use, purchase, maintenance, quality, or any other aspect of the scanners. Mobile access is not permitted.

We will provide you with an implementation plan with test requirements and other appropriate materials that will give you details on how to use this Service. Test requirements must be met in form and fashion satisfactory to us before you may use the Service.

We have the right, in our sole discretion, without notice, to make changes to this Service from time to time which may result in your electronic channels, hardware, operating systems, and software no longer being compatible with our Service, and in such event, we will have no responsibility or liability to you or any other person.

Processing Guidelines

The creation and delivery of an Image for deposit using this Service has the same effect as endorsement of the original paper item and shall be subject to the same terms and conditions of the Agreement, including our Funds Availability Policy and limits. Images will be processed as if they are the original paper item. Each Image created using this Service is considered to be an official Image with the meaning of the BEA.

We may provide your virtual endorsement to each cheque that you capture and send to us. You are responsible for the correct placement of your endorsement on the Image. Without limiting your responsibility for the proper endorsement of all items or your liability relating to improper or nonconforming endorsements, we have the right, but not the obligation, to accept nonconforming endorsements, to supply any missing endorsements, and to attempt to collect items with nonconforming or missing endorsements. Upon receipt of your deposit image, we will confirm our receipt of your deposit. After acknowledging receipt of your deposit, we will provisionally credit the cheques to your Account.

You are responsible for determining whether an original cheque is eligible for remote deposit as a cheque Image in accordance with these terms and conditions and the implementation Documentation. You shall review each Image prior to releasing the Image to us to confirm the legibility and accuracy of the Image, and that the Image satisfies the quality

standards as specified in our Documentation You assume sole responsibility for ensuring that all information from the original cheque is accurately captured in the resulting Image and that all files are transmitted as balanced deposits.

Images must be usable, which means clearly represented, be able to be read or deciphered by a human viewer and must be able to be seen without obstruction. The Image must accurately represent all relevant information on the front and back of the original paper Instrument. Any field or portion that is required to be present and seen without obstruction on the Instrument must be present and seen without obstruction on the Image. Without limiting the foregoing, you shall not deposit photocopies in lieu of mutilated items, or an electronically created image that did not actually originate from a paper cheque.

In the event an Image cannot be processed due to poor quality or otherwise, we are not responsible or liable for any failure or delay in the processing or presentment of the Image.

To credit the cheques to your Account on the same Banking Day that we receive your file, we must receive your same-currency deposits by 10:00 pm Eastern Standard Time. We must receive your cross-currency deposits by 7:00 pm Eastern Standard Time. If the deposit is received after these times, the deposits will be considered to have been received by us on the next Banking Day.

We will not process duplicate, partial, or incomplete deposits. If you cannot remotely deposit an original cheque or you do not want to use this Service to deposit an original cheque, you may deposit the original cheque via lockbox services or at a designated Royal Bank of Canada (RBC®) branch.

We may for any reason, in our sole discretion, refuse to accept for deposit any Image and may return any Image, including due to the failure to conform to our specifications or quality standards or the failure to provide proper endorsements. An Image is not considered accepted for deposit by us until we have determined that it meets the requirements for continued processing. We are not responsible or liable to you or any other person relating to any Image or portion of any Image that is lost or otherwise not received or accepted by us or which is returned. You will accept returns in any format received from us.

Once Images are received by us, we are under no obligation to reverse or change the Image. We may, in our discretion, use reasonable efforts to implement a requested reversal or change, provided that we will not be responsible for any failure to do so. You discharge us from any losses resulting from the implementation of, or the failure to implement, such reversal or change.

Images will be credited to Accounts on a provisional basis only, and provisional credits are subject to change and chargeback in accordance with the Agreement. We may debit or credit the account of deposit, or any of your Accounts, to the extent we determine necessary for this purpose. Images that are charged-back will be repaid in accordance with the Agreement, including if the Image is a duplicate, if payment for the Image is not received, or if the Image is returned after initial payment for any reason.

Currency Conversion

We will only accept for deposit those Images that are in either U.S. or CAD currency and cross currency deposits are permissible into the Account. If an Instrument requires conversion of funds from one currency to another currency, we will convert the Instrument or funds to the applicable currency at the currency conversion rate established for such purpose by us and as accepted by you. If you have arrangements in place with us applicable to the conversion of Instruments, including special or negotiated currency conversion rates, these arrangements will apply to Instruments deposited using this Service provided that we have agreed expressly in writing to give effect to the arrangements for purposes of this Service. We may debit any of your Accounts for the funds required for the currency conversion, and for any related fees and charges. We will not be responsible for any losses relating to currency conversions, including those resulting from a change to our currency conversion rates between the date an Instrument is converted by us and the

date the Instrument is delivered, received, processed, or returned. You are solely responsible for any losses relating to currency conversions, including those resulting from a change to our conversion rates and any loss in the value or amount of an Instrument due to an adverse change to such rates. You are responsible for verifying that Images are being converted in accordance with these terms. Any provisional credit to an Account will be changed, and we may debit or credit the Account, to the extent necessary to reflect the amount of funds converted and to deduct any conversion fees.

Retention of Cheques

You agree to retain each original cheque, without writing on or otherwise altering the original cheque, for 5 Banking Days after the date of the Image creation. You agree, upon our request and during the 5 Banking Day period, to provide either an additional Image copy of any cheque Image that was released to us using this Service or the original cheque. You agree to store each original cheque or a copy of the imaged cheques in a secure location. You shall destroy the original paper Instrument using secure methods not before minimum the 6th Banking Day but not to exceed thirty (30) Business Days after the date of Image creation. You will not deposit, with us or with any other financial institution, the original of any cheque of which you have sent us an Image for credit to your Account. If you become aware that you have made such a deposit, you will notify us immediately. We are not responsible or liable if an original paper Instrument is needed after it has been destroyed. You may request copies of any Images retained by us, for which there may be an additional fee. Images are retained within the Deposit On-Site module within PINACLE for up to 35 days. Upon request by us for any purpose, including for collection, audit, or investigation purposes, you will promptly provide us an original paper Instrument if it is still in your possession or your own copies or Image of the Instrument.

Deposit Limits

We may establish and change certain restrictions on your use of this Service, including restrictions on the types of Images and limits on the size, number, and dollar amounts of Images and files that may be submitted or accepted through this Service.

Prohibited Instruments

You are prohibited from using this Service to create or deliver to us for deposit Images of Instruments that are: (i) not original paper Instruments in your physical possession or control; (ii) not eligible under CPA Rule A10 for the creation of Images or Clearing Replacement Documents or Return Replacement Documents, as such terms are defined in CPA Rule A10; (iii) payable in a currency other than Canadian or US dollars; (iv) drawn on or payable through a financial institution located outside of Canada, excepting Images of Instruments that are drawn on or payable through a financial institution located in the U.S. when you are the named payee on such cheques, or which bear a non-Canadian routing/transit number, excepting those cheques bearing a U.S. routing/transit number when you are the named payee on such cheques; (v) dated more than six (6) months before the date of deposit or that are postdated (dated for a future date); (vi) duplicates or Images or Instruments which otherwise have already been submitted for deposit or accepted for value by us or any other person; (vii) previously converted to Images or Clearing Replacement Documents or Return Replacement Documents, as such terms are defined in CPA Rule A10, substitute cheques or remotely created cheques, as such terms are defined in Federal Reserve Board Regulation CC, or otherwise that are not original Instruments; (viii) originally payable to any person other than the owner of the account to which the Instrument is deposited, except to the extent otherwise permitted in writing by us; (ix) drawn or otherwise issued by you or any other person on any of your Accounts, or any account on which you are a representative or which is provided to you jointly with another person; (x) altered in any way or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the Instrument is drawn; (xi) not acceptable under our policies and procedures, do not meet our specifications or quality standards, or are otherwise not acceptable under the Agreement; (xii) travelers cheques or money orders; or (xiii) otherwise determined by us as not eligible for deposit using this Service, including at the time of delivery to us for deposit by rejecting it and returning it to you, which, for greater certainty, we may do for any reason in its sole discretion (collectively, the foregoing are “**Prohibited Instruments**”). We may, in our sole discretion, accept for deposit any Prohibited Instruments, provided that in no event do we have any obligation to do so, nor will we have any responsibility or liability to you or any other person for accepting or rejecting any such Prohibited Instruments. For greater certainty, if we exercise our discretion and accept for deposit a Prohibited Instrument, this will not constitute

a waiver of any term of these terms and conditions or preclude enforcement of these terms and conditions and restrictions on Prohibited Instruments.

Only Images scanned from original cheques drawn on financial institutions in Canada and bearing a Canadian Payments Association or U.S. MICR line may be submitted under this Service.

Additional Representations, Warranties, and Covenants; Indemnity

Each time you use this Service, you represent, warrant, covenant, and agree that: (i) each Image is the only Image that exists of the original paper Instrument, and has been created by you; (ii) the original paper Instrument of each Image is in your physical possession or control and will be securely stored and destroyed in accordance with these terms and conditions; (iii) each Image complies with our specifications and quality standards and any applicable industry standards, and do not contain any viruses; (iv) there are no Prohibited Instruments, including no duplicate Images or Instruments; (v) you have in place prudent measures to securely store and destroy original paper Instruments in accordance with these terms and conditions, and otherwise to detect and prevent duplicates and other Prohibited Instruments from being submitted; (vi) payment has not been made or sought on an Instrument more than once, including by depositing the original paper Instrument with us or any other financial institution, at any time either before or after submission of the Instrument through this Service; (vii) all information submitted is true and accurate, including that each Image accurately and completely represents all information on the front and back of the original paper Instrument; (viii) each Instrument is authentic and valid and originally payable to the account holder, and has been properly endorsed; and (ix) no Instrument has been altered and all signatures on all Instruments are authentic and authorized.

Limitation of Liability. In addition to the other limitations on our liability contained in the Agreement, in no event will we be liable for losses associated with your failure to securely store or destroy original paper Instruments or for other breaches set forth in these terms and conditions. For greater certainty, the scope of this provision includes losses incurred by the intended payee, drawers of the original paper Instruments, and persons whose accounts may be wrongly charged or charged more than once for Images deposited using this Service.

Termination of Service

We reserve the right to suspend your access to all or any portion of this Service at any time without notice to you. Without limiting the foregoing, we may immediately, in whole or in part, without prior notice, restrict, suspend, or terminate the use of this Service if we consider the rate of returned items to be excessive. You shall also pay all amounts then due and owing to us within thirty (30) calendar days following the effective date of termination.

BRANCH DEPOSITS

Description of Services

This Service is intended to provide you with the ability to make branch deposits denominated in either Canadian or U.S. dollars. For cheque deposits, only cheques drawn on Canadian financial institutions are permitted for deposit.

We have entered into an arrangement with RBC who has agreed to make this Service available to our corporate clients. You agree that all inquiries regarding Canada Branch Deposit Services will be directed to us and not to RBC.

Deposits using RBC (NDDS Services)

You can make branch deposits at any RBC branch across Canada. You must use NDDS Deposit Slips that have a unique MICR pre-encoded client number with a maximum of twelve digits (the "Deposit Slip"). You agree that no deductions for cash may be made from the Instruments deposited. RBC staff will review, count cash, scan items on deposit. We will credit the total to your Account. U.S. coins will not be accepted for deposit. Under certain circumstances, RBC reserves the right to redirect you to RBC's Cash Operations Centre to make cash deposits. All Instruments using NDDS will be endorsed with the words, or words of similar effect: "Deposit to the credit to {Name of Account} and {Identification of

Account Number}. If any Instruments are dishonoured, they should be returned to “Canada Branch Operations, 111 First Ave., Pittsburgh, PA 15222”.

Deposits using Night and Day Depository Services (Depository Services)

Enrolment. The Service may be used by you provided we receive enrolment information in form and substance satisfactory to us. At the time of enrolment, we will advise you which deposit locations (“Depositories”) are available for use by you. You understand and agree that we will require eight (8) Banking Days to process your enrolment. Depository Services shall not be available during the enrolment period.

Night and Day Depository Bags. You shall be required to use RBC’s standard Night and Day Depository Bags (“Depository Bags”).

Keys. Your Authorized Person, as appointed by you, will be provided a key (the, “Key”) to the outside door of each Depository which may be used in connection with the Service. The key can be picked up at each Depository location specified by us upon presentment of proper identification. You will ensure each Key remains at all times our property and that no Key is duplicated. In the event of any suspected or actual loss or theft of a Key to a Depository, you will ensure that notice of this is immediately provided to us. You agree to pay us any losses arising in connection with the loss or theft of a Key, including the cost for replacing each lock, Key and all other Keys to the outside door of the Depository.

Security. You will ensure each Depository Bag is securely sealed before being placed in a Depository, and that each outside door of a Depository is closed and locked immediately following each use of the Depository. If there is any suspected or actual unusual state of condition or defect in a Depository, you will ensure that notice of this is immediately provided to the manager of the branch at which the Depository is located.

Contents of Night and Day Deposit Bags. You agree that RBC is authorized to and shall open each Depository Bag placed in a Depository and remove and process the contents. We will credit the total to your Account. Neither we nor RBC is obligated to process any Property which is not considered to be in proper order. You will ensure that each Depository Bag contains an original itemized Deposit Slip, and two duplicates, visibly listing its contents. After each use of a Depository, you shall timely take delivery of any Property not credited by us to your Account.

Depository Bags deposited by 9:00 pm local time on a Banking Day will be picked up for processing for next Banking Day credit. Deposits made after 9:00 pm local time made on a Banking Day will be picked up on the following Banking Day for credit the Banking Day following the pickup date. Night Deposits are not cleared on holidays, Saturdays or Sundays. Night Deposits are only cleared once per Banking Day.

Our records as to whether or not any use of a Depository has been made and our count or determination of the contents of each Depository Bag placed in a Depository will be, in the absence of manifest error, deemed conclusively correct and irrevocably binding on you. It is also expressly understood and agreed by you that the relationship between us and you shall, relative to Property contained in any Depository Bag, only become one of debtor and creditor, respectively, after the time the contents of such Depository Bag have been removed, counted, verified, accepted, and entered by us in our records as a deposit.

Use at Your Risk. You agree that each use or attempted use of a Depository by you or any other person in connection with the Service is at your sole risk. This use is deemed to commence when Property is placed in the Depository and to terminate at the moment the Property is entered as a deposit or returned to you in accordance with these terms and conditions. During such use or attempted use, we shall have no responsibility or liability whatsoever (i) in respect of any Property (or any other property) placed or intended to be placed in such Depository, or (ii) for any losses suffered or incurred by you or any other person relative to the use or attempted use of a Depository or while you or other person is physically present on or in the premises for the purpose of using, or in connection with the use or attempted use of, that Depository.

Withdrawal of Depository. We reserve the right, exercisable by it at any time, without prior notice to you or any other person, to withdraw any Depository from the Service at any time, and we shall not be liable to you or any other person for any resulting losses.

Termination. If the Service is terminated, or if a Depository will no longer be used in connection with the Service, you will ensure all Keys for the Depository are immediately returned to us. If any Key is not so returned, you will pay to us, immediately, on demand, any resulting losses, including costs for replacing each lock, Key and all other Keys to the outside door of each such Depository.

Deposits Using RBC's Cash Operations Centre ("Cash Ops")

Where large amounts of cash are to be deposited within Ontario (except Northern Ontario), deposits must be made at RBC's Toronto Cash Operations Centre. RBC operational guidance, which will be provided to you, must be followed for using Cash Ops Services. You must utilize an RBC approved armoured car courier. All coin must be rolled/boxed where quantities permit. RBC will accept bundled CAD and USD cash and deposits. We will credit those deposits into the same currency Account. We reserve the right to make any adjusting entries to the designated Account to which the original deposit was made with respect to all shortages or counterfeit notes contained in the deposit.

Additional Provisions:

1. **Reconciliation.** Deposits are available on PINACLE as soon as the deposit is credited to the Account. You are required to use a pre-encoded Deposit Slip. We will not accept temporary Deposit slips. In the event you do not use a pre-encoded Deposit Slip, the location number on the Deposit Slip will not be reported.
2. **Indemnity.** Except to the extent such liability is caused or contributed by any act or omission that breaches our duties or Service obligations set out in the Agreement, you will indemnify and hold harmless us from any Loss that we may suffer (whether directly or indirectly arising from claims for Loss from any person, including without limitation the intended payee, drawers of the original paper instruments, or persons whose accounts may be wrongly or incorrectly charged) in connection with your use of Branch Deposit Services, including (for example only), in situations where RBC accepts a deposit from you without an associated Deposit Slip.

DISBURSEMENT SERVICES

INTEGRATED PAYABLES

Description of Services

This Service permits you to instruct us to process your payments to your trading partners by cheque, ACSS or wire transfer via direct file transmission, file upload to PINACLE or such other means as we may approve from time to time.

Certain definitions applicable to our Integrated Payables Service:

"ACSS" means an Automated Clearing Settlement System through which banks transfer funds electronically in Canada.

"Card" means the cards, which may or may not include physical plastic cards, issued by us in order for you to obtain purchasing card services under our PNC Bank Canada Branch Commercial Card Agreement, ActivePay® Payables Card Agreement, or any other agreement, as amended from time to time.

"Cheque" means a cheque printed and mailed by us on your behalf.

"Cheque Register" means a register, setting forth with respect to all Integrated Payables Cheques issued on the date of such register, the date of issue, cheque number, PNC-assigned identification number, payee, and amount.

"Confirmation" means the verification by us, by means of the procedure specified in the Section hereof entitled "File Processing", that each File is your authorized instruction.

"Disbursement Account" means the account on which Integrated Payables Cheques will be drawn and/or from which ACSS entries and Wires will be initiated.

"File" means the EDI 820 or Bank flat file formats used as the vehicle to send Integrated Payables payment instructions and remittance information to us, and includes information on Manual Cheques with instructions for stop payments, issue only and voids.

"Issue File" means the file containing the cheque number, dollar amount, payee and account number of Integrated Payables Cheques used to update our records or the records of another bank holding the Disbursement Account to assist in detecting exception items as Integrated Payables Cheques are presented for payment.

"Manual Cheque" means a cheque written and issued by you on your own behalf. "Integrated Payables Cheques" means Cheques and Manual Cheques.

"Integrated Payables Cheques" means Cheques and Manual Cheques.

"Reject Register" means a register, setting forth with respect to each item in a File which we are unable to process, details of such item and the reason that we are unable to process such item.

"Wire Transfer" means a payment initiated through a funds transfer system as reasonably selected by us.

General Specifications

Prior to using the Services, you will specify to us the following:

- The intended disbursement banks and Disbursement Account numbers. You may specify any U.S. domestic and Canadian financial institutions.
- Your name, address, and logo, if required, to appear on the Cheques.
- The maximum amount, if any, of any single Integrated Payables payment.
- The method to be employed for mailing Cheques (e.g., overnight mail, U.S. mail, or group mail).
- The identification of each Authorized Person and evidence of the authority of such Authorized Persons to execute this Agreement and act for and on behalf of you hereunder. The facsimile signature of one or two Authorized Persons, as designated by you, will appear as the signatory or joint signatories on each Integrated Payables Cheque.
- The format of the File which will be used by you to communicate your instructions to us to issue Integrated Payables payments and whether Files will be encrypted or authenticated. You agree to comply with our specifications for such communications.
- The proposed transmission schedule of Files. Any change to the foregoing shall be communicated in writing to us by an Authorized Person, at least 5 days prior to the intended effective date of the change.

File Transmission

To initiate use of the Services from time to time, you will transmit to us a File containing the following data:

- With respect to each Integrated Payables Cheque listed in such File: (i) the Payee's name and address; (ii) the amount of the cheque in dollars and cents; (iii) the date of intended mailing; and (iv) the cheque number, if assigned by you.
- With respect to each Card, Wire or ACSS payment included in the File, the information required by the separate terms and conditions for our Card, Funds Transfer Service and for our ACSS Service between you and us and any other information required by the File layout and specifications.
- Your name and the Services account identification number assigned to you by us.
- The total number of payees and the total amount instructed to be paid to such payees in such File.

File Processing

Each File received with valid Confirmation by us prior to the applicable cutoff time, in effect from time to time, on any Banking Day will be processed by us on such Banking Day, excepting cheque processing which will be subject to the U.S. holiday schedule posted on our website. (Any File received by us after the applicable cutoff time will be processed by us the following Banking Day.) We will:

- Obtain Confirmation from an Authorized Person of the authenticity of the File using the Security Procedure you have selected.
- Initiate each Integrated Payables payment in accordance with the instructions contained in the File and in the case of Cheques, mail Cheques to the applicable payees within 24 hours of the dates specified in such File up to the date which is 365 calendar days from the date we receive such File. Any remittance data contained in such File will be sent with the Integrated Payables payment to which it relates.
- Provide an Issue File for use by each applicable disbursement bank as mutually agreed.
- Provide a Cheque Register to you.
- If applicable, provide a Reject Register to you.

Cancellations

You may cancel any instruction to process an Integrated Payables Cheque, provided that such instruction to cancel is delivered to us by an Authorized Person either in writing, by telephone at the number we designate from time to time, or via PINACLE, not less than two (2) Banking Days prior to the date we were instructed to initiate such Integrated Payables Cheque. If the cancellation instruction is not timely received by us, we shall have no obligation to cancel the Integrated Payables Cheque. You can only attempt to cancel Integrated Payables Cheques and you cannot amend or modify any Integrated Payables Cheque instruction. We shall have no obligation to amend or cancel a Card, Wire or ACSS Integrated Payables Payment except as may be provided in the terms and conditions applicable to the Card, ACSS or Funds Transfer Services.

File Errors

You acknowledge that we will not be responsible for detecting any error in any File such as, but not limited to, duplicate Payments. In the event that any File contains an error, whether in the amount of an Integrated Payables Payment, payee, disbursing bank, date of payment or otherwise, you shall be solely responsible for taking any action to correct such error.

FUNDS TRANSFER

Description of Services

This Service enables you to send Instructions to us for the transfer of funds via wire transfer.

Authorizations

We will from time to time accept payment orders from your Authorized Persons to transfer funds from your Accounts specified in the Documentation ("**Specified Accounts**") to other Accounts with us or to accounts at other banks. If authorized by you, we will also initiate draw-down requests ("**reverse payment orders**") to other banks, or honor incoming reverse payment orders from other banks, involving your Specified Accounts. We will also credit your Specified Accounts or other accounts designated by you with the amount of incoming payment orders we receive from time to time. A payment order shall not be considered received by us until we have performed all verification procedures set forth in this Agreement. Some payments credited to you are provisional until we receive final settlement. If we do not

receive final settlement, we will debit your Specified Account or any of your other Accounts with us for the amount of the payment.

Payment Orders

Your Authorized Persons may issue payment orders to us to transfer funds from your Specified Accounts to any other Account with us or to an account at another bank in accordance with these terms and conditions (each being a “**Payment Order**”). Payment Orders will be received and processed during the normal business hours (as specified in the Documentation). We strongly recommend that you issue Payment Orders by PINACLE, or other electronic means we agree that you may use.

Issuing and Executing Payment Orders

We will only execute Payment Orders if the individual(s) issuing the orders provide the authentication protocols (including password(s), PIN(s), token(s) or other security code(s)) and other information as required by us. In executing any Payment Order, PNC may select any funds transfer system at our discretion. We may include in our outgoing Payment Orders all information required by applicable law, regulation or fund transfer system rule, or which we believe is reasonably necessary to facilitate execution of the Payment Order. We will execute all properly authorized Payment Orders on the date received, or, for future-dated transfers when permitted by us, on the date requested, provided that such Payment Orders are received by us prior to the deadline specified in the Documentation and provided that such date is a funds-transfer business date for us, for the funds-transfer system selected by us, and for the receiving bank. We assume no responsibility to monitor, audit or report to you any information contained within the message text of any Payment Order. To issue any of the following Payment Orders, your Authorized Person(s) shall follow the applicable procedures specified in the Documentation.

Repetitive Payment Orders

Upon request, we will assign a unique number to each “**Repetitive Payment Order**” (i.e., Payment Order made routinely in which the date, the dollar amount and the message text may change but all other instructions remain constant). Instructions for Repetitive Payment Orders must be specified by you in the Documentation. We shall not be required to verify any such Repetitive Payment Order by callback to you.

Non-Repetitive Payment Orders

A “**Non-Repetitive Payment Order**” is any Payment Order to debit any Specified Account, other than a Repetitive Payment Order. For Non-Repetitive Payment Orders we may call back a person in the Documentation who is authorized to authenticate your Payment Orders. If we are unable to obtain an authentication, we may decline to execute the Payment Order or delay its execution pending authentication.

PINACLE/BatchWire Issuance of Payment Orders

You may use PINACLE or a Direct File Transmission to issue Payment Orders. To issue a Payment Order by PINACLE, your Authorized Person shall follow the procedures in the Documentation (on-line or otherwise). To issue a Payment Order by Direct File Transmission, your Authorized Person shall follow the procedures specified in the Documentation.

Secondary Authorization

Secondary authorization applies to certain Payment Orders issued via PINACLE. When applicable, it requires a second Authorized Person to verify and approve a Payment Order by PINACLE prior to its acceptance by us. Payment Orders awaiting secondary (or tertiary) authorization, including without limitation future-dated Payment Orders, which have not been properly authorized by the cut-off time on the date the Payment Order is issued, may be canceled without further notice to you.

Transmission Requirements

You are responsible for providing and maintaining in good working order all hardware, software and communication lines under your control. You are responsible for the accuracy and completeness of any data transmitted to us through

PINACLE or Direct File Transmission. You will notify us immediately if there is a problem with issuing Payment Orders by PINACLE or Direct File Transmission.

Future-dated Payment Orders (Transfers)

You may issue future-dated Payment Orders, as described in the Documentation. Subject to the provisions on Cancellation or Amendment stated elsewhere in this Agreement, you may cancel a future dated Payment Order prior to the date for which it is scheduled to be executed.

Authorization to Charge

You authorize us to charge your Specified Account(s) in the amount of the Payment Orders upon execution of such Payment Orders. You agree to have in your Specified Account(s), on the day we execute the Payment Order(s), sufficient available funds to cover the total amount of your Payment Orders. If the Specified Account(s) contain insufficient available funds, and unless other arrangements satisfactory to us are made, we may but shall not be obligated to charge any of your other Accounts with us.

Incoming Payment Orders

Our receipt of your incoming Payment Orders shall be subject to applicable law and the terms of our agreement with you for your deposit account(s), which we have provided to you separately.

SWIFT Multibank Transfer Requests

SWIFT is a cooperative society of worldwide financial institutions providing a secure messaging system. If you request and we agree, you may initiate Instructions to and from your eligible multibank accounts and to third parties from eligible multibank accounts electronically via SWIFT messages through PINACLE.

You irrevocably authorize us to rely upon and send any Instruction received by us from you to the designated receiving bank, including Instructions authorizing the receiving bank to debit and/or credit the account(s) specified in the SWIFT message. By initiating a SWIFT message using this Service, you represent and warrant to us that you have obtained the authorization from the account owner to debit or credit the account indicated in the Instruction. It is your responsibility to properly complete, maintain and monitor all authorizations and payment Instructions, including repetitive Instructions. We have no responsibility or liability to you or any person for errors or delays resulting from incomplete or incorrect information provided by you in any Instruction. We further assume no responsibility or liability for any acts of the receiving bank, the beneficiary bank or any intermediary bank involved in the transfer Instruction you request. Please note that any rejected Instruction shall be converted back into the account currency at the rate effective on the day funds are returned. You acknowledge that you take all risk of loss due to a change in the foreign currency exchange rate since the original execution date of the Instruction.

Other banks in the transfer or payment process may charge fees for processing the Instruction, which could reduce the face value of the amount transferred. You agree that we may perform the foreign exchange transaction for you, or a bank that we designate may provide this function. You agree that we may deliver your Payment Order in the currency of the beneficiary bank.

SWIFT MESSAGING SERVICE

General Information

SWIFT is a cooperative society of worldwide financial institutions providing a secure messaging system. This Service enables you to send and receive SWIFT Messages, including for the transfer of funds to and from other SWIFT member banks. SWIFT also allows corporate entities who meet certain criteria, as defined by SWIFT, to connect to SWIFT directly for the purpose of communicating with their financial institutions. These terms and conditions regulate your use of SWIFT through SCORE, or a Member Administered Closed User Group ("MA-CUG") established and administered

through us. We further reserve the right not to accept or process a SWIFT Message at any time in our complete discretion.

Definitions

MA-CUG means a SWIFT-operated, member-managed service administered by us that enables SWIFT users that participate in the closed user group to exchange SWIFT Messages.

SCORE (Standardized Corporate Environment) means a closed user group administered by SWIFT that facilitates financial messaging between qualifying companies and financial institutions who are members of the group.

SWIFT Agreement means the main set of SWIFT's standard terms and conditions. It governs the provision and use of most of SWIFT's services and products.

SWIFT Message(s) means data in SWIFT standard formats that a member sends or receives through SWIFT, typically used to exchange individual transactions.

SWIFT Membership

We do not establish or control the set-up and provision of SWIFT membership, SWIFT security, the provision of SWIFT Messaging Services or the facilities and equipment to use any of the foregoing. You, at your own risk, may electronically transmit SWIFT Messages to us, including without limitation, SWIFT Messages that contain payment Instructions. We will process SWIFT Messages as designated in your SWIFT Message, in our sole discretion. We will notify you if we reject a SWIFT Message as soon as reasonably practical. You may be able to send SWIFT Messages directly to some SWIFT members through SCORE if you meet the criteria established by SWIFT.

Issuing and Executing SWIFT Messages

SWIFT Messages you send to us must meet the applicable requirements set out in your SWIFT Agreement (if any), the SWIFT documentation, any SWIFT user guides and our Documentation. You shall ensure that any Instruction included in any SWIFT Message sent to us accurately reflects the advice, request, Instruction or communication intended and is duly authorized by you. You irrevocably authorize us to rely upon and implement any Instruction in a SWIFT Message received by us from you including, a) in the case of a payment Instruction to be sent through SWIFT, debiting the account specified in the SWIFT Message and forwarding your Instruction to the SWIFT member bank designated in your SWIFT Message or b) processing the SWIFT Message in accordance with the terms and conditions of the service to which your Instruction relates. You acknowledge that we are entitled to assume that Instructions contained in such SWIFT Messages have been duly authorized by you, are authentic and that their integrity has not been compromised and neither we nor any other financial institution is under any obligation to verify the authenticity or integrity of such SWIFT Messages or Instructions, even in the case of fraud. We are not obliged to process an Instruction or forward an Instruction to any financial institution if the SWIFT Message through which that Instruction is provided does not meet the requirements of SWIFT or otherwise appears not to have been prepared or sent in accordance with these terms and conditions and/or your SWIFT Agreement; or we consider that the forwarding or execution of your Instruction may place us or another financial institution in breach of any law or regulation; or we reasonably suspect that the SWIFT Message in which that Instruction was received by us may not (a) fully and accurately reflect an advice, request, Instruction or communication that you intended to give to the relevant bank or (b) have been given in accordance with the relevant Customer's authorization procedures.

Security Procedures

By using this Service and sending SWIFT Messages, you represent and warrant to us that you shall at all times have in place, and regularly review and test, the necessary technical platform, software and other capabilities to use these SWIFT Services, and have strict security requirements regarding access and use. You acknowledge and agree that you are solely responsible for ensuring the security of your technical environment and access to SWIFT Messaging Services.

You, and your employees, representatives and other agents, shall not engage in any act or omission that compromises, or has the potential to compromise, the security of SWIFT. You will immediately notify us and SWIFT if you become aware of or suspect any breach or compromise of the security of SWIFT and/or the SWIFT Messaging Services, including any loss or disclosure of your own procedures to obtain access to send SWIFT Messages. You agree to provide us with the full details of the apparent security breach and promptly co-operate with any steps taken by us to investigate and/or rectify any apparent or suspected breach or compromise of the security of SWIFT.

We may at any time require the revocation, renewal or change of any certificates, encryption keys or similar system elements used by you in the creation of SWIFT Messages or the removal of any party authorized to send such SWIFT Messages in order to protect the security of the SWIFT Messaging Services.

You represent and warrant to us that you have been informed of and are knowledgeable of the Security Procedures associated with this Service, and have determined that they are both commercially reasonable and adequate to prevent unauthorized use by you, your employees, your agents and representatives or any third party.

Confidential Information

In addition to other confidentiality provisions in this Agreement, you acknowledge that we may disclose or transfer confidential information and personal data, relating to you, your employees and your authorized agents where required by SWIFT, by law or regulation and as reasonably necessary for us to perform these Services, including transfers to and processing in, countries and territories that do not have data protection laws providing an equivalent level of protection to those prevailing in the Canada or the United States.

Termination

In addition to the other rights we have under this Agreement, we reserve the right to terminate your SWIFT Messaging Services without prior notice if a) either you or us are no longer an authorized SWIFT participant, b) SWIFT has ceased to provide any of the Services and c) where SWIFT has required either of us to terminate this Service.

PAYMENTS SERVICES

These Services are intended to provide you with the ability to transfer funds among your Accounts as well as the ability to transfer funds to specified Payees or debit funds from authorized Payors.

Capitalized terms not otherwise defined herein shall have the same meaning as ascribed to the rules of Payments Canada. Certain Additional Definitions applicable to our Payments Services:

- **“ACSS”** means an Automated Clearing Settlement System through which banks transfer funds electronically in Canada, including the relevant rules and standards that the CPA prescribes.
- **“AFT”** means an Automated Funds Transfer by electronic media through the ACSS.
- **“CPA”** means Canadian Payment Association, which operates under the brand name of Payments Canada.
- **“Credit Transaction”** means an AFT transaction for the deposit of money to the deposit account of a Payee.
- **“Debit Transaction”** means an AFT transaction for the payment of money from the deposit account of a Payor.
- **“Due Date”** means the Banking Day you specify on which the Payee or Payor account is to be credited or debited.
- **“Payment Originator”** means a business, association, government or other entity which, upon authorization from its Payee or Payor, initiates an AFT transaction.
- **“Pre-Authorized Debit”** means a pre-authorized debit (“PAD”) issued by a Payee that is drawn on an account of a Payor.
- **“Processing Member”** means a Member that holds the account of a Payor in an AFT Debit transaction.
- **“Member”** means Members of Payments Canada, including but not limited to the Bank of Canada, domestic banks and authorized foreign banks.

- **“Notice of Change”** means a non-financial transaction informing Payment Originators of changes to payment routing information.
- **“On Us Transaction”** means a Credit Transaction or a Debit Transaction to an account of a Payee or Payor at PNC.
- **“Settlement Date”** means the date on which the ACSS transfers funds between the originating and receiving financial institution.
- **“Sponsoring Member”** means a Member that holds the account of the Payee to be credited with a PAD.

DESCRIPTION OF SERVICES AVAILABLE

AFT Direct Deposits Service:

This Service provides the capability to pay funds from your Accounts on a scheduled basis to specified Payees to fulfill payment obligations.

AFT Pre-Authorized Debit Payment Service:

This Service provides the capability to debit funds from authorized Payors on a scheduled basis to fulfill payment obligations owed to you.

AFT Origination Transactions

You may originate AFT Direct Deposits (“Credit Transactions”) or AFT Pre-Authorized Debit Payment (“Debit Transactions”), (collectively, the “Transactions” or individually, the “Transaction”) which conform to the format requirements of PNC and CPA Rules, and which are received by us within the deadlines stated in the Documentation for your chosen method of origination (e.g., Integrated Payables, PINACLE®).

The Documentation that we will provide to you at implementation prior to your using this Service may identify restrictions on the types of Transactions that you may originate. Failure to comply with any noted restrictions will result in the rejection of restricted Transactions, or the suspension or termination of AFT Origination Services.

We will process your Transactions and transmit the Transactions (other than On Us Transactions) through the ACSS within the applicable deadlines to meet the Due Date specified in the file, provided that we receive the file from you within the deadlines stated and the file meets all other requirements in the Documentation for this Service. A file transmitted to us electronically is considered to have been received by us when we have received the entire file and authenticated it according to the agreed upon Security Procedures. If we receive a file from you after the applicable deadline, we will use reasonable efforts to process that file so that settlement can be completed as scheduled. However, we will not be liable to you or to any third party if settlement is not met. We will provide you with a list of days on which we do not process files and changes to the list as they occur. If a Transaction is returned to us through the ACSS, we will debit or credit your Account accordingly, and we will notify you no later than the next Banking Day after we have credited or debited your Account. Unless we otherwise agree to do so in writing (and not inferred or by implication), we will have no obligation to retransmit a returned Transaction unless the reason for the return was an error by us. Except in cases of such error, you must retransmit the Transaction to us.

Settlement for Transactions

You agree to maintain with us one or more designated Accounts during the term of this Service for settlement purposes. Upon termination of this Service, you agree to keep available balances in the Accounts in such amount, and for such period of time, and to provide such security as we reasonably determine is necessary, to cover the potential return or reversal of Transactions you have originated through us.

Direct Deposit (Credit) Transactions

We will charge your Account on the Settlement Date for the total amount of your Credit Transactions. You agree to have on deposit in the Account on the Settlement Date sufficient available funds to cover the total amount of your Credit Transactions.

Pre-authorized Debit Payment (Debit) Transactions

We will credit your Account on the Settlement Date for funds we receive in settlement for your Debit Transactions. These funds will be available to you on Settlement Date; however, if any Debit Transactions are returned to us in accordance with the CPA Rules, or if any Debit Transactions originated by you were unauthorized, we reserve the right to charge the amount of such Debit Transactions (plus any fees that the CPA Rules require us to pay for such Debit Transactions originated by you that were unauthorized) to the Account or to set off against your other account(s) or property in our possession in addition to such other rights as we may have at law or in equity.

ON-US Transactions:

This Service allows you to initiate On-Us Transactions electronically, to a specific set of Accounts.

ONLINE TAX FILING SERVICE:

This Service provides the capability to order electronic funds transfer and to remit related data, including name of Payor, tax payment type, payment amount and payment date, to specified Payees who are government related entities or authorities. You covenant and agree that you shall be solely responsible and liable for the accuracy and completeness of all information and instructions provided to us. All tax payments must be initiated in Canadian Dollars (CAD) from an Account held in CAD. Tax payments in United States Dollars (USD) from an Account held in USD are not supported. Tax payments must be initiated by 11:59 PM local time for payments to be remitted the following Banking Day. Local time shall be determined by the location that you have selected. You understand that all online tax filing payments are final once executed and cannot be modified or reversed with a return request. You may only submit a stop payment request for future-dated payments that have not yet been executed. You shall be responsible for all dealings with such government related entities or authorities including the resolution of any problems or disputes, arising, for example, from any erroneous payments, late fees or interest penalties that may be charged to you or if you are not credited with any payment for whatever reason.

BILL PAYMENT SERVICE:

This Service allows you to make payments to billers as a feature of PINACLE. You agree to follow the procedures and instructions regarding the Bill Payment Service we provide to you from time to time. This Service allows you to electronically pay bills and other remittances to corporate creditors registered with us ("Corporate Creditors"). You acknowledge and agree that we may, without notice, update our Corporate Creditor information, including account numbers or names, if informed of a change by such Corporate Creditor or if necessary to act on your instructions. Your issuance of a bill payment instruction and its execution by us may affect your legal obligation to your Corporate Creditor(s). You covenant and agree that you shall be solely responsible and liable for the accuracy and completeness of all information and instructions provided to us and for all dealings with your Corporate Creditor(s) including the resolution of any problems or disputes, arising, for example, from any charges, late fees or interest penalties that may be charged to you or if you are not credited with any payment for whatever reason. All bill payments must be initiated in Canadian Dollars (CAD) from an Account held in CAD. Bill payments in United States Dollars (USD) from an Account held in USD are not supported. Bill payments must be initiated by 10:00 PM eastern standard time for payments to be remitted to the Corporate Creditor the following Banking Day. You understand that all online bill payments are final once executed and cannot be modified or reversed with a return request. You may only submit a stop payment request for future-dated payments that have not yet been executed. We reserve the right to refuse to pay any Corporate Creditor to whom you may direct a payment. As required by applicable law, we will notify you promptly if we decide to refuse to pay a Corporate Creditor designated by you.

1. Compliance with Payments Canada

To the extent applicable, Services provided hereunder shall be governed by Payments Canada, the Canadian Payments Act, and all related by-laws, rules, and standards that are in force from time to time, including CPA Rule F1 and H1 ("CPA Rules"). You understand and agree to be bound by, and comply with, all relevant provisions of all CPA Rules. You agree to indemnify us for any and all losses incurred as a result of your non-compliance with the provisions of any CPA Rule.

The undernoted link is to the CPA's website, where you may find additional information regarding the CPA Rule F1 and H1:

<https://www.payments.ca/>

2. AFT Direct Deposits Service

You agree, as a Payment Originator, to obtain authorization from the Payee prior to initiating AFT Credit transactions, and you warrant to PNC that all AFT Credit transactions are authorized by the Payee and comply with all relevant provisions of CPA Rules.

If you select the AFT Direct Deposits Service then you shall provide in your implementation forms an initial notice, (the "Notice"), indicating your (i) input method selection and (ii) type of AFT Direct Deposits Service selection, namely prefunded or exposure limit. You shall provide 30 days' prior written notice of any change to your selection by providing to us a replacement Notice.

There are two funding options available under the AFT Direct Deposits Service:

- (i) the prefunded option wherein we will debit the Account selected by you upon receipt of a request by you, regardless of the Due Date of the payment, and hold such funds until committed to be disbursed. **The prefunded option is not available if you use the AFT Pre-Authorized Debit Service discussed, below.; and**
- (ii) the exposure limit option wherein we will debit the Account selected by you at the end of the Banking Day on the day your Payees receive such payments. The exposure limit for AFT Direct Deposits Services is the maximum dollar amount of accumulated Credit Transactions for which we have not received final payment from you and which, subject to these terms and conditions, we will process for you. You agree to have on deposit in your Account sufficient available funds to cover the total amount of those Credit Transactions we process for you.

You acknowledge and agree that:

- (a) If the prefunded AFT Direct Deposits Service is selected, all funds must be received by us prior to disbursement and shall be held for and on behalf of you, without interest, until disbursement; and
- (b) Any exposure limit AFT Direct Deposits Service selection is subject to:
 - (i) our consent, such consent to be provided in our sole and absolute discretion. We may change your exposure limit at any time in our sole discretion. If we receive a payment file that exceeds your exposure limit, we may decline to process the payment file in our sole discretion. Our election to process a payment file which exceeds your exposure limit will not affect or limit our right to reject any future payment file which exceeds your exposure limit at any time. We will not be liable for delaying or not processing a payment file if such processing would cause your exposure limit to be exceeded; and
 - (ii) You authorize us to obtain credit reports and other information about you and your business from time to time as we may determine in our sole discretion to be necessary or advisable to enable us to establish

and review your limits. You authorize those persons with whom you do or have done business to provide such information to us upon request. We reserve the right to require you to pre-fund your Credit Transactions or we may implement other risk mitigation procedures for you at any time and from time to time. You will be notified in writing in advance of the implementation of a prefunding or other risk mitigation requirement; and

- (iii) security as acceptable to us and provided by you, if required by us in our sole discretion.

You undertake and agree to:

- (i) accept and act on Notice of Change of a Payee's payment routing information that you receive from us that was provided to us by the Payee's Processing Member in relation to an administrative change to that information by the Processing Member pursuant to CPA Rule F1 or F4, as applicable; and
- (ii) deem such Notice of Change to be that Payee's authorization to change its relevant payment routing information, provided that we shall be responsible to you only for the accuracy of information provided in any such Notice of Change that we provide to you.

3. AFT Pre-Authorized Debit Payment Service

If you select the AFT Pre-Authorized Debit Service, then you shall provide in your implementation forms an initial notice (the "Notice") indicating your (i) input method selection. You shall provide 30 days' prior written notice of any change to your selection by providing to us a replacement Notice.

AFT Pre-Authorized Debit Payment Service requires an exposure limit wherein we will credit the Account selected by you at the end of the Banking Day on the day your Payees receive such payments. The exposure limit for AFT Pre-Authorized Debit Payment Services is the maximum dollar amount of accumulated Debit Transactions which, subject to these terms and conditions, we will process for you.

You acknowledge and agree that:

Any exposure limit AFT Pre-Authorized Debit Payment Service selection is subject to:

- (i) our consent, such consent to be provided in our sole and absolute discretion. We may change your exposure limit at any time in our sole discretion. If we receive a payment file that exceeds your exposure limit, we may decline to process the payment file in our sole discretion. Our election to process a payment file which exceeds your exposure limit will not affect or limit our right to reject any future payment file which exceeds your exposure limit at any time. We will not be liable for delaying or not processing a payment file if such processing would cause your exposure limit to be exceeded; and
- (ii) You authorize us to obtain credit reports and other information about you and your business from time to time as we may determine in our sole discretion to be necessary or advisable to enable us to establish and review your limits. You authorize those persons with whom you do or have done business to provide such information to us upon request; and
- (iii) security as acceptable to us and provided by you, if required by us in our sole discretion.

You agree to be bound by, comply with, respect and apply all relevant provisions of the Canadian Payments Act and all related by-laws, rules and standards in force from time to time as they apply to PADs including, without limitation,

the Confirmation and Pre-notification requirements or waiver of Confirmation and/or Pre-notification requirements, and cancellation requirements in accordance with CPA Rule H1. You hereby represent, warrant, and guarantee as follows:

(a) PNC Review of standard form(s) or process. You agree to provide to us your standard form(s) or process (e.g., telephone script) of your “Payor PAD Agreement” (defined below) prior to commencement of your use of this Service and shall provide any amendments thereto within a reasonable time following such amendment.

(b) Payor Approval. Each Payor on whose behalf any debit purports to have been drawn, or direction purports to have been given, shall have signed or otherwise duly Authorized and delivered to you an authority instructing you to issue debits and, where applicable, shall have given you direction pursuant to such an authority to issue a debit as though it were signed or otherwise duly Authorized by such Payor instructing such direction to be acted upon as though it were a Written instruction signed by such Payor (a “Payor PAD Agreement”). You will make available for inspection, within a reasonable time upon our request or upon the request of the Payor, or an authorized representative of the Payor (including the Payor’s Processing Member), the Payor PAD Agreement or other evidence that the Payor provided Authorization for any PAD that you have issued or caused to be issued.

(c) Valid Signing Authority. You will ensure that the Payor PAD Agreement is signed or otherwise duly Authorized by the Payor in a form that constitutes proper authority and is otherwise in compliance with Appendix II of CPA Rule H1, as amended.

(d) Sporadic PADs. You agree that if you issue PADs with sporadic frequency, you will obtain proper authorization from the Payor for each and every PAD with sporadic frequency, in accordance with CPA Rule H1.

(e) One-Time PADs. You agree that if you issue One-Time PADs, you will obtain a signed or otherwise duly Authorized Payor’s PAD Agreement for every One-Time PAD that you issue.

(f) General Indemnity. Except where such losses, costs fees, damages, expenses, liabilities, suits or demands result from erroneous information provided or an error committed by us or any Processing Member, you undertake and agree to hold us harmless and to indemnify us or any applicable Processing Member against any and all losses, costs, fees, damages, expenses, liabilities, claims, suits and demands whatsoever that we or any applicable Processing Member may suffer, incur, or be under or that may be made or brought against us, or any Processing Member, by reason of or in any way arising out of the action in drawing and issuing any debit issued by you.

(g) Liability for Accuracy. You agree that you shall be solely responsible for the accuracy and completeness of all information furnished to us and we shall not be responsible for any errors resulting from the inaccuracy or incompleteness of any information furnished to you by us or any other officer, employee or agent of yours. You undertake and agree to indemnify us for all amounts that may be erroneously paid by us and/or any Processing Member in respect of any PAD erroneously credited or debited by us and/or any Processing Member pursuant to any such direction from you whatsoever.

(h) Force Majeure. We shall not be liable to you or any other person for any delay, damage, penalty, cost, expense or inconvenience to you or such other person resulting from our failure to perform AFT Debit Payment Services for any reason or any cause beyond our control.

(i) Interest and Reimbursement Claims. You shall accept liability for any interest claim associated with the return of a PAD for the reason that no Payor’s PAD Agreement existed between you and the Payor with respect to the returned PAD. You further agree to reimburse us/ Sponsoring Member or Processing Member for any claim paid by us as a result of a Reimbursement Claim filed by a Payor or other person alleging that the PAD was not drawn in accordance with the Payor’s PAD Agreement, the Payor’s PAD Agreement was revoked, the required Pre-

notification was not given within ten (10) calendar days before the date a related PAD was processed to the account of the Payor, Confirmation was not provided in accordance with CPA Rule H1 or no Payor's PAD Agreement ever existed between the person making the claim and you with respect to a particular PAD.

(j) Assignment. This Agreement may not be assigned by you, directly or indirectly, by operation of law, change of control or otherwise, without our prior Written consent. No Payor's PAD Agreement entered by you may be assigned by you, directly or indirectly, by operation of law, change of control or otherwise, except:

- (i) if you have prominently displayed (e.g., in bold print, highlighted or underlined) an assignment clause in the Payor's PAD Agreement or Confirmation and you have provided to the Payor Written notice of the full details of such assignment, including the identity and contact information of the assignee; or (B) you have provided to the Payor prior Written notice of the full details of such assignment, including the identity and contact information of the assignee, a minimum of ten (10) days in advance of any PAD being issued in the assignee's name;

(k) Name Change. You shall provide a minimum of ten (10) days Written notice to us and the Payor in advance of the next PAD, where your name has changed.

(l) Cancellation. Where the Payor instructs the Payee to cease issuing PADs, or otherwise revokes the Payor's PAD Agreement or an Authorization to issue PADs, the Payee shall:

- (i) use best efforts to cancel the PAD in the next business, billing or processing cycle;
- (ii) within not more than thirty (30) calendar days from the notice, cease to issue any new PAD against that Payor; and
- (iii) not issue any further PADs against the Payor without that Payor first providing the Payee with a new Payor's PAD Agreement,

provided the Payor has made available their instructions or revocation in Writing, or orally with proper Authorization. Where the Payor and Payee have entered into an agreement (including a Payor's PAD Agreement) that clearly sets out a cancellation period that does not exceed thirty (30) calendar days, a cancellation or revocation may become effective at the end of that period.

A Payee may terminate a Payor's PAD Agreement in accordance with the terms of that agreement or, where the agreement does not address termination by the Payee, by providing at least thirty (30) calendar days Written notice to the Payor unless otherwise Authorized by the Payor in Writing or orally. Where a Payee terminates a Payor's PAD Agreement pursuant to Authorization from the Payor, the Payee shall provide or make available a Written statement specifying the date of the final PAD and the effective termination date of the Payor's PAD Agreement within ten (10) calendar days of the final PAD.

(m) Notices of Change. You undertake and agree to:

- (i) accept and act on notice of change of a Payor's payment routing information that you receive from us/the Sponsoring Member that was provided to us/the Sponsoring Member by the Payor's Processing Member in relation to an administrative change to that information by the Processing Member pursuant to CPA Rule F1 or F4, as applicable; and
- (ii) deem such notice of change to be that Payor's authorization to change its relevant payment routing information, provided that we/the Sponsoring Member shall be responsible to you only for the accuracy of information provided in any such notice of change that we/Sponsoring Member provide to you.

(n) Re-presentment. In the event of the return of a PAD for reason of "Non-Sufficient Funds" or "Funds Not Cleared", you may re-present the PAD electronically on a one-time basis for the same amount as the original debit and such

item only be re-presented within thirty (30) days. Any such re-presentation shall not contain interest, NSF charges or any other charges in addition to the amount of the original PAD amount.

(o) Other Obligations. You agree to make the terms and conditions of each Payor's PAD Agreement available to the Payor, and where possible, you will provide each Payor with a copy of the authorization signed by the Payor.

(p) Commercially Reasonable Methods. You confirm that you have read and understand the definition of Commercially Reasonable Methods in Rule H1, and that you have such methods in place for use when entering into Payor's PAD Agreements and agree to use Commercially Reasonable Methods when verifying the Payor's identity for a Payor's PAD Agreement in accordance with the requirements of Rule H1.

(q) Termination. This Service may be terminated by us or by you provided that Written notice of such termination is given by the terminating party to the other party not less than ten (10) calendar days prior to the day upon which such termination is to take effect. Notwithstanding such termination, the provisions of CPA Rule H1 and the indemnification provisions hereunder shall continue to remain in full force and effect with respect to any PAD drawn and issued or any other obligation of a Sponsoring Member in accordance with the provisions set forth herein prior to the day upon which such termination takes effect. You undertake and agree to reimburse us and/or any Processing Member for payment of any claim made by a Payor in accordance with the CPA Rules Manual.

For Cash Management PADs, only.

In addition to the representations and warranties set forth above, you hereby represent, warrant, and guarantee the Payee is also the Payor for the pre-authorized debits to be completed pursuant to this Agreement and, as Payor, the Payee hereby authorizes the Processing Member to debit any account which may be specified in a PAD Agreement between the Payor and the Payee. The Payee represents, warrants and covenants that this constitutes proper authority for the Processing Member to debit the Payor's account in accordance with the Payor's account agreement with the Processing Member.

4. Payor/Third Party Disputes.

You will respond to and shall be primarily responsible for all inquiries, requests, questions, complaints, disputes, claims and other issues from or relating to Payors, and agree to take all necessary action, at your own cost and expense.

5. Applicable Laws

Without limiting section 1 of this Agreement, you represent, warrant and covenant that you, each PAD, and your use of the Services herein, complies with all applicable laws in relation to these Services. At our option, we may, from time to time, and without notice to you, monitor, and examine all aspects of PADs and, in our sole discretion, and without liability, we may:

- (i) reject, delete, block, freeze, seize or take such other action as required by Applicable Laws with respect to any PAD or related transaction;
- (ii) decline or reject any PAD which may not comply with these terms and conditions, which arises out of fraudulent, unlawful or improper activity, or with respect to which an error or mistake has occurred; and/or
- (iii) notify and provide data and information to governmental, legal, or other authorities regarding the foregoing.

6. Further Assurances

Immediately on request by us, you shall provide to us any and all information and evidence which we deem necessary, in our sole discretion, to verify your compliance with these terms and conditions, and as may be otherwise required by us in connection with the Services, including with respect to any Payor or PAD.

7. Termination

In addition to the termination provisions elsewhere in the Agreement, we reserve the right to suspend or terminate your Payments Services immediately upon notice to you in the event of excessive rates of returns, as determined by us in our sole discretion, upon any breach associated with these terms and conditions, or for your non-compliance with the CPA Rules.

FRAUD PROTECTION SERVICES

ACH Debit Block

At your request, we will provide you with ACH Debit Blocking Services whereby we will automatically return all pre-authorized debits (PADs) initiated through the ACSS. You represent, warrant, and covenant that the you have not entered, and will not enter, into a Payor's PAD Agreement, related authorization, or other agreement for PADs to be drawn against the applicable Account, and you have never authorized, and will never authorize, a Payee to draw such PADs.

For greater certainty, except for PADs returned by us pursuant to your instruction, no other instrument or other debit drawn on the applicable Account will be returned by us.

Cheque Debit Block

At your request, we will provide you with Cheque Debit Blocking Services whereby we will automatically return as dishonored all cheques drawn on your Account. You represent, warrant, and covenant that you have not issued, and will not issue, cheques to be drawn against the applicable Account.

For greater certainty, except for cheques returned by us pursuant to your instruction, no other instrument or other debit drawn on the applicable Account will be returned by us.

Reverse Positive Pay

At your request, we will provide you with Reverse Positive Pay Services whereby you will be able to request to return cheques that have been presented for payment the prior Banking Day. Paid items from the prior Banking Day will be presented to you via the Reverse Positive Pay module on PINACLE. You can choose to return presented cheque(s) and provide a reason for the return. The Reverse Positive Pay module must be reviewed daily to confirm whether a cheque has been posted for payment on the prior Banking Day. If you do not submit a return request on the Banking Day immediately following the cheque's presentment on the Reverse Positive Pay module, the item will automatically be paid.

In Canada, PNC Bank Canada Branch, the Canadian branch of PNC Bank, National Association, provides bank deposit, treasury management, lending (including asset-based lending) and leasing products and services. Deposits with PNC Bank Canada Branch are not insured by the Canada Deposit Insurance Corporation or by the United States Federal Deposit Insurance Corporation.

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