

**WesBanco Bank, Inc.**  
**Treasury Management Services Master Agreement**

**1. Introduction.**

Thank you for choosing WesBanco Bank, Inc. (hereinafter “WesBanco”) for your treasury management service needs. We appreciate the opportunity to serve you. Should you have any questions about this agreement, please contact your [Treasury Management Sales Officer].

This Treasury Management Services Master Agreement (“Agreement”) sets forth the terms and conditions of the treasury management services offered by WesBanco. The Agreement is comprised of the General Terms and Conditions that apply to all treasury management services, and the Service Terms and Conditions that apply to the applicable services. By executing the [Order Form] and enrolling in or using any service provided by WesBanco, you hereby accept and agree to the terms and conditions set forth under this Agreement.

Please review this Agreement carefully and retain it for your records. As you add services in the future, they will also be covered by the terms and conditions contained in this Agreement and any later changes or amendments to it. WesBanco may change the terms and conditions of services provided under this Agreement. Your continued use of the services constitutes your acceptance of the change. As new services are added to WesBanco’s treasury management product suite, this Agreement may be updated to include the terms and conditions for that new service or you will be provided separate terms and conditions prior to the enrollment in that service.

**2. Definitions.**

**ACH** – Automated Clearing House is a funds transfer system governed by the rules of NACHA, which provides for interbank clearing of Entries for participating financial institutions.

**ACH Operator** – a person or Company that operates an automated clearinghouse pursuant to an agreement with NACHA, e.g., the Federal Reserve.

**ACH Positive Pay** - the service designed to detect fraudulent and/or unauthorized ACH debit entries presented for payment on an account at the WesBanco and report such items to the Client for pay/no pay decisions. By comparing the incoming ACH debit entry with the Allowable Conditions applied by the Client, the service is designed to identify discrepancies and potential fraudulent/unauthorized ACH debits to prevent them from posting to the Account. As part of this service, the Client may also select to prevent all ACH Debits from posting to the Account.

**Account** - any deposit or other eligible account maintained by Client with WesBanco which is used or affected in connection with the use of any Service.

**Account Agreement** – the Business Deposit Account Agreement, any and all agreements, disclosures or other documents between Client and WesBanco which govern any of Client’s Account(s), each as may be amended.

**Allowable Conditions** - those data elements contained within an ACH Debit entry, e.g. Client Name, Client ID, ACH Standard Entry Class, Amount, etc. that if present validate the entry as authorized for posting to the Client Account on an automated basis without input from Client. The absence of one or

all of the Allowable Conditions for a given pending transaction renders the ACH Debit entry an Exception Item.

**Authorized User** – any individual, agent, Primary User, or sub-user authorized by Client to access Client Accounts through the WesBanco’s CashFlow Connect Platform, as further described in Section I(5) hereof.

**Business Day** – calendar day other than a Saturday, Sunday or Federal holiday on which WesBanco is open to the public during any part of such day for carrying on substantially all of its banking functions.

**CashFlow Connect** – WesBanco’s business digital banking platform that permits Authorized User(s) to view Client account information, transfer funds among Client accounts at WesBanco or other financial institutions, manage ACH Positive Pay and Positive Pay services, and process, transmit, approve, edit, or submit ACH Entries, or otherwise deliver ACH file data to the WesBanco.

**Client** - the business entity and any parent company, subsidiary, affiliate or commonly owned entity that has executed an Order Form for treasury management services and for which Bank provides a Service.

**Data File** – a file that is provided by the Client containing payment instructions for the Integrated Payables Service.

**Effective Entry Date** – Date ACH transaction is effective.

**Entry (Entries)** – an order or request complying with the requirements of ACH record format specifications (1) for deposit of money to the deposit account of a receiver (a “credit” Entry), (2) for the payment of money from the deposit account of a receiver (a “debit” Entry), or (3) a non-monetary Entry.

**Entry Data** – as applicable, pre-notifications, returned Entries, adjustment Entries, NOC’s and/or other notices or data transmitted through one or more ACH Operators pursuant to the Rules.

**Exception Items** - those pending ACH debit entries or check instruments presented for payment that do not meet the Allowable Conditions established by the Client through ACH Positive Pay or Check Positive Pay, and require review and action by Client before the Cut-Off Time on each business day.

**Exception Item Default Rule** - the default decision to be applied by WesBanco to any Exception Items that an Authorized User of the Client does not make a decision to pay or return the transaction by the Cut-Off Time. If an Exception Item is ever overlooked, either intentionally or inadvertently, or an Authorized User does not respond to the report by the Cut-Off Time, WesBanco will apply this rule.

**Notification of Change** – A Notification of Change (NOC) is a non-dollar Entry sent by an RDFI to the ACH Operator for distribution back to the Client through WesBanco. It is created when the RDFI receives a pre-notification or a live dollar Entry that contains incorrect information.

**ODFI** – Originating Depository Financial Institution (WesBanco Bank, Inc.) – a participating depository financial institution is an ODFI with respect to Entries (1) it transmits directly or indirectly to its ACH Operator for transmittal to an RDFI, and (2) on which it is designated as the ODFI in accordance with the ACH record format specifications.

**Origination Account** – an Account designated in an Order Form by the Client to be used to originate and settle ACH transactions.

**Originator** – a person (Company) that has authorized an ODFI to transmit a credit or debit Entry to the deposit account of a receiver with an RDFI.

**On-Us Entry** – an Entry received from an account maintained with WesBanco.

**Order Form** – The WesBanco Bank, Inc. Treasury Management Order Form that is executed by a Client to either initiate or change Services, attached to this Agreement as Schedule A.

**Primary User** – the system administrator role defined in Section I(4) hereof.

**RDFI** – Receiving Depository Financial Institution – a participating depository financial institution is a RDFI with respect to Entries (1) it receives from its ACH Operator for debit and credit to the accounts of the receivers, and (2) on which it is designated as the RDFI in accordance with ACH record format specifications.

**Receiver** – a person or company that has authorized an Originator to initiate a credit or debit Entry to the Receiver's deposit account with an RDFI.

**Rules** – collectively the Operating Rules of the National Automated Clearing House Association ("NACHA"), including all appendices, formal rules interpretations, and schedule of fees, as in effect from time to time

**Service(s)** means any treasury management product or service provided by WesBanco.

**Service Terms** - the terms and conditions for a particular Service as set forth in this Agreement.

**Settlement Account(s)** – the account(s) Client will maintain with WesBanco to settle debit and credit transactions as a result of ACH Entries.

**WesBanco** – means and refers to WesBanco Bank, Inc. and its successors and assigns.

### **3. Enrollment in Services.**

- a. In order to enroll for and use a Service, Client shall be required to complete one or more Order Form(s) and may be required to complete other Service documents or provide other information and specifications. By enrolling in a Service, Client accepts and agrees to the terms and conditions of this Agreement. In any event, Client agrees that the use of a Service shall, without any further action or execution of any documentation on the part of Client, constitute Client's acceptance of this Agreement and all terms and conditions governing the use of such Service. The terms of any Service document provided to Client shall supplement and are incorporated into the terms of this Agreement and constitute part of the Service Terms. In the event of a conflict between the General Terms and Condition of the Agreement and those of any Service Term, the terms of the Service Term shall govern and control with respect to the Service at issue.

### **4. Client Accounts.**

- a. Client will at all times maintain one or more Accounts for at WesBanco to allow WesBanco to provide the Services. Client acknowledges that all Accounts are subject to the Account Agreement and any other written agreements applicable to those Accounts. This Agreement supplements, but does not replace, the Account Agreement and any other agreement you might have executed with respect to any Account.

Inconsistencies between this Agreement and the Account Agreement shall be controlled and governed by this Agreement.

**5. Fees.**

- a. Client agrees to pay all fees, charges, and assessments imposed by WesBanco for use of the Services, as set forth in any Order Form, pricing pro forma, schedule of fees, account statement, or as otherwise disclosed to Client. WesBanco may change or add new fees for Services from time to time. If Client continues to use a Service after the change becomes effective, Client will be bound by such change. WesBanco, in its discretion, may collect any fees, charges, penalties, assessments, taxes, and commissions due from Client by debiting any Client Account via the Account Analysis billing process or by charging Client's Account. If Client elects Account Analysis, fees for Services used by Client may be offset by applying an earnings credit to Client's service charges to determine a single monthly net service charge. In addition, Client shall be solely responsible for its own costs and expenses incurred for equipment, transmission charges, software, and other costs and expenses incident to any Services.

**6. Service Limitations and Restrictions.**

- a. WesBanco reserves the right to establish, in its discretion, limitations and restrictions with respect to Service transaction amounts, frequency of Service transactions and the types of Accounts that are eligible for Services. Client agrees not to exceed any transaction limitations established by WesBanco from time to time. WesBanco will communicate decisions regarding such transaction limitations to Client, to the extent not restricted by applicable laws.

**7. Client's Internal Security Controls.**

- a. Client is solely responsible for maintaining the physical, electronic, procedural, administrative and technical security of data and systems in Client's possession or under Client's control. WesBanco is not responsible for any computer viruses (including, without limitation, programs commonly referred to as malware, keystroke loggers and/or spyware), business email compromises, problems or malfunctions resulting from any computer viruses, or any related problems that may be associated with the use of an online system. Client is solely responsible for maintaining and applying anti-virus software, security patches, firewalls, appropriately securing any computer or information technology accounts licensed by Client, and other security measures with respect to Client's hardware, software or operating systems, and for protecting, securing and backing up any data and information stored in or on Client's operating systems.

**8. Representations and Warranties.**

- a. Client represents and warrants to WesBanco, as of the date that the Agreement is accepted by Client and at each time any Service is utilized that: (i) Client is validly existing and in good standing under the laws of the jurisdiction of its organization, and is duly qualified to do business in all applicable jurisdictions; (ii) Client has all requisite power and authority to execute and deliver, and to perform its obligations under this Agreement on behalf of itself and of its affiliates and subsidiaries, if and as applicable, and to abide by the terms hereof; (iii) the person who accepts this Agreement, and any

person who accepts, completes or executes any Order Form or other Service document, has been duly authorized to do so; (iv) any information provided by Client to WesBanco in respect of Client's business affairs and financial condition is accurate and complete and truthfully reflects the business and financial condition of Client as of the period(s) covered by such information; (v) any and all information and data provided by Client to WesBanco in respect of any Service is accurate, complete, and without error; and (vi) Client is not a "consumer," this Agreement and the Services are being provided for business purposes only, and Client will use each Service solely for its own internal business purposes, and not for personal, family or household purposes.

**9. Client Affiliates or Related Business Entities.**

- a. This Section applies only in the event that Client desires to group accounts that are owned by affiliated business entities under one master profile to have access to Services. The terms of this Agreement shall apply to all Services provided to each enrolled account. Client represents and warrants that any such affiliated business entity added to the Services has given Client express authorization to act on such affiliated entity's behalf to enroll in and use any Service. Client acknowledges that each person who has access to act on Client's behalf with respect to a Service is also authorized to act on behalf of each affiliated entity whose accounts are included in that Service.
- b. Upon request by WesBanco, Client shall provide all corporate and organization documentation regarding each affiliated business entity added to the Services and all documentation evidencing Client's authorization to act on behalf of such affiliated entity. Client agrees to notify WesBanco immediately if any such authority is revoked or amended. In the event Client has provided authorization for affiliated business entities through a separate written agreement between Client and WesBanco, then said separate agreement shall prevail and this Section shall not apply. Client agrees that WesBanco shall be entitled to rely upon Client's warranty and Client shall hold Financial harmless and indemnify Financial from any liabilities, costs, losses, or causes of action related to or arising from accounts owned by affiliated business entities that are added to the Services.

**10. Client's Obligations.**

- a. **Financial Records.** Client understands that WesBanco may, from time to time, request Client's audited and consolidated financial statements (or, if unavailable, internal or other statements certified by Client's chief financial officer as true and fairly representing Client's financial condition as of the dates thereof), and Client agrees to provide WesBanco with such statements within thirty (30) days following receipt of such request.
- b. **Compliance with Law.** Client agrees to comply with (i) all applicable laws and regulations in connection with Client's use of the Services, (ii) any applicable operating rules and regulations imposed by any processing networks, funds transfer systems, or clearinghouses in which WesBanco participates and/or which process Service transactions, including, but not limited to the Rules; (iii) Office of Foreign Assets Control ("OFAC") sanction laws, (iv) the United States Foreign Corrupt Practices Act of 1977, as amended, and (v) the Uniting and Strengthening America by Providing Appropriate

Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT Act of 2001), as amended and all rules and regulations promulgated thereunder.

- c. **Prohibited Uses.** Client agrees not to use or attempt to use any Service (i) to engage in any illegal purpose or activity or to violate any applicable law, rule or regulation, (ii) to breach any contract or agreement by which Client is bound, or (iii) to engage in any online gambling transaction, whether or not gambling is legal in any applicable jurisdiction, or (iv) to engage in any transaction or activity that is not specifically authorized or permitted. Client acknowledges and agrees that WesBanco has no obligation to monitor Client's use of the Services for transactions and activity that is impermissible or prohibited under the terms of this Agreement.

#### **11. Electronic Records and Signatures.**

- a. Client agrees and consents to enter into this Agreement and accept any other agreements, documents information electronically and otherwise to transact a Service with WesBanco electronically. Client agrees that Client's electronic consent using the method required by WesBanco to accept Service Terms, conditions, and/or disclosures constitutes Client's electronic signature and signifies Client's intent to be bound. Client agrees that WesBanco's record of any such information, data, or records is the best evidence of the information set forth therein. WesBanco reserves the right to furnish to Client, and the right to require Client to furnish to WesBanco, writings or paper copies of information or records relating to any Service, in lieu of and/or in addition to electronic records thereof, at any time in WesBanco's discretion.

#### **12. Confidential Information.**

- a. Client acknowledges that this Agreement, all Service Documents, Security Procedures and all documents, materials, pricing, data and/or information, in whatever form or format, which relate to any Service ("Confidential Information") contains valuable, confidential, proprietary and protectable information that belongs to WesBanco, or its third-party service providers. Client shall keep all Confidential Information confidential and shall not disclose or otherwise make any Confidential Information available to any person other than Client's employees who are actively and directly participating in the use of the Services or any agents who need to know such information in order for Client to use the Services. Client shall cause any employee or agent who has access to Confidential Information to observe and comply with the terms of Client's confidentiality obligations. Client's obligations of confidentiality as set forth herein shall continue after termination of the Agreement or any specific Service.
- b. WesBanco agrees that transaction, data and other information related to Services and any information provided by Client at the request of WesBanco will be maintained as confidential and will not be disclosed by WesBanco to any other person or entity except: (i) as necessary to perform such Service or in performance of any WesBanco obligation in this Agreement, including, but not limited to, disclosure to WesBanco's third-party providers; (ii) pursuant to a requirement or request of a governmental authority, court order or other legal or administrative process; and/or (iii) as required or authorized by law. WesBanco will maintain an information security program in compliance with federal law, which is designed to ensure the security, integrity and confidentiality of

customer information, protect against any anticipated threats or hazards to the security or integrity of such information, and protect against unauthorized access to or use of such information. Moreover, WesBanco will comply with all applicable laws and its current data privacy policy with respect to information obtained pursuant to this Agreement or in the performance of the Services.

**13. Monitoring and Backup.**

- a. Client agrees that WesBanco may record, retain, and/or monitor any information, data, or communications, including, without limitation, telephone conversations, made in connection with this Agreement or any Services without further notice or consent. All such information, data, and communications shall be and remain the property of WesBanco. Notwithstanding the foregoing, WesBanco shall have no obligation to store, retain or back up any information, data or communications and Client acknowledges and agrees that Client is responsible for the maintenance and storage of Client's own data and other information created through Client's use of any Service.

**14. Disclaimers of Warranties, Limitations of Liability & Indemnification.**

- a. **DISCLAIMER OF WARRANTIES.** WESBANCO MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND IN CONNECTION WITH THE SERVICES PROVIDED UNDER THIS AGREEMENT, OR ANY SOFTWARE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Client further acknowledges and agrees that no advice, statement, or information, whether oral or written, obtained by Client from WesBanco, or through or from Client's use of any Service shall create any warranty, representation, promise, or agreement on the part of WesBanco not expressly stated in this Agreement.
- b. **Limitation of Liability.** WesBanco's duties and responsibilities are limited to those described in this Agreement, the Account Agreement and any other agreements related to a Service. WesBanco will exercise ordinary care and perform each Service in accordance with reasonable commercial standards applicable to WesBanco's business, and in compliance with all applicable laws, regulations and this Agreement. To the fullest extent permitted by law, and except as otherwise expressly provided herein (and only to the extent so provided), the liability of WesBanco in connection with the Services will be limited to actual damages sustained by Client and only to the extent such damages are a direct result of WesBanco's gross negligence, willful misconduct or bad faith. In no event shall WesBanco be liable to Client for any incidental, special, indirect, punitive, exemplary, or consequential damages, including, without limitation, lost profits, loss of use, loss of data or attorneys' fees, in connection with the Services, regardless of whether WesBanco was advised, had reason to know, or in fact knew of the possibility thereof. These limitations will apply to all causes of action, whether arising from breach in contract, tort, strict liability, or otherwise.
- c. **Cooperation in Loss Recovery Efforts.** In the event of any damages for which WesBanco or Client may be liable to each other or to a third party pursuant to the services provided under this Agreement, WesBanco and Client will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss

recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elects to pursue against a third party.

- d. **Indemnification.** Except for those losses caused directly by WesBanco's gross negligence or intentional acts, Client agrees to indemnify, defend, and hold WesBanco harmless from and against any and all losses, costs, suits, damages, claims, liabilities, and expenses, including, without limitation, reasonable attorneys' fees, arising from or related to the performance by WesBanco of the obligations of WesBanco in providing the Services. The provisions of this section will survive the termination of this Agreement.
- e. **Force Majeure.** WesBanco shall not be responsible for any non-performance or delay in performance of any of WesBanco's obligations or responsibilities hereunder nor shall WesBanco be liable to Client for any losses, costs, expenses, liabilities, claims or damages whatsoever, if such delay or non-performance was caused by WesBanco complying with any applicable law or rule, maintenance events on WesBanco's systems or the Services, or as a result of an Act of God, war, terrorist action or event, pandemic, epidemic, strike, lockout, riot, equipment or computer failure or malfunction, electrical power disruption or shortage, or communication, telephone or internet failure or malfunction, adverse weather conditions or any other reason outside WesBanco's reasonable control.

#### **15. Termination and Suspension of Services or Transactions.**

- a. **Termination and Suspension.** Except as otherwise provided in any of the Service Terms, any Service or this Agreement as a whole may be terminated at any time by either WesBanco or Client by giving not less than thirty (30) days prior written notice of such termination to the other party. Notwithstanding the foregoing, WesBanco may terminate or suspend any or all Service(s) effective immediately and without prior notice to Client if: (i) the Client fails to comply with any terms of this Agreement, including but not limited to the failure to pay any fees, charges or expenses when due; (ii) Client has a voluntary or involuntary petition in bankruptcy filed with respect to it, makes an assignment for the benefit of creditors or a receiver or similar authority is charged with administering its assets; (iii) if in WesBanco's opinion, there has been a material adverse change in Client's financial or business condition or Client's ability to perform its obligations under this Agreement; (iv) required to do so pursuant to any law, regulation or supervisory/regulatory agency, or (v) the Account necessary to provide a Service is closed in accordance with the Account Agreement, or is made subject to levy, garnishment, attachment or similar process or is overdrawn. No termination of this Agreement shall impair or affect the rights, obligations or remedies of either party which may have arisen or accrued prior to the effective date of such termination.
- b. **WesBanco's Right to Delay or Refuse to Process Transactions.** WesBanco reserves the right, in its sole and absolute discretion, to otherwise delay and/or refuse to process any item, transaction or instruction with respect to any Service that (i) does not comply with the terms of and conditions of this Agreement and/or any Service Terms (ii) is not complete, correct or current, (iii) is greater in frequency, amount or number than is permitted for the relevant Account or Service, (iv) relates to an Account that has been



closed or exceeds the amount of available funds in the relevant Account or would reduce the balance of the available funds below any required minimum balance, (v) WesBanco, in good faith, believes such transaction or instruction is not genuine or authorized, conflicts with another instruction, or relates to funds or an Account over which there is a dispute, (vi) WesBanco suspects a possible breach of a Security Procedure or relates to an Account or Service that WesBanco is being used for, or is the target of, fraudulent or illegal activity, or (vii) might cause WesBanco to violate applicable law or otherwise expose WesBanco to liability.

#### **16. Notice.**

- a. **Notices to WesBanco.** All notices, demands, requests, or other communications which may be or are required to be given, served, or sent by Client to WesBanco pursuant to this Agreement or with respect to any Service shall be in writing and shall be delivered by personal or hand delivery, nationally recognized express overnight delivery service (with charges therefore prepaid), or certified or registered mail, return receipt requested (with postage therefor prepaid). Notices shall be deemed received upon receipt, if hand delivered or deposited with a nationally recognized express delivery service, or the third Business Day after the notice has been deposited with the United States Postal Service. Client shall transmit notices to the following address: WesBanco Bank, Inc., Attn: Director of Banking Operations, Bank Operations, 1 Bank Plaza, Wheeling, WV 26003.
- b. **Notices to Client.** Client agrees that WesBanco may deliver notices to Client in writing or electronically (through e-mail or through notices sent via CashFlow Connect) by using the physical address, mailing address, or e-mail address provided by Client or the address which WesBanco reasonably believes to be the correct contact information for Client based upon WesBanco's records, or by providing the notice with an Account statement or through a particular Service. Any notice WesBanco sends you will be effective when sent or when WesBanco otherwise makes the notice available through a Service.

#### **17. Equipment and Software.**

- a. WesBanco may supply Client with certain software owned or licensed by WesBanco to be used by Client in connection with the performance of the Services. Client agrees that any software provided under this Agreement shall not be modified, altered, ended, recompiled, disassembled, reverse engineered or used for any purpose other than those directly connected to the performance of the Services.
- b. Notwithstanding any other provision of this Agreement, WesBanco shall defend with counsel of its own choice and at its own expense any claim brought against Client that any software supplied by WesBanco infringes upon any United States copyright, and WesBanco shall pay any costs, damages, and reasonable attorney's fees finally awarded against Client on any such action, provided that (a) Client promptly notifies WesBanco of any claim and reasonably cooperates with WesBanco in the handling of such claim, and (b) WesBanco shall have sole control of the defense or settlement of such claim.
- c. Client agrees not to remove, and shall include on any copy made, any proprietary rights or copyright notice placed on or within any software owned or licensed by WesBanco.

Client also agrees to execute any license agreement required by WesBanco with respect to any software provided in connection with the performance of the Services. In the event of any conflict between the provisions of this Section and any such license agreement, the terms of the license agreement shall control.

- d. All software, specifications, tapes or other media, programs and procedures supplied by WesBanco and used in connection with the performance of the Services, will be and remain the sole property of WesBanco. Client shall return such materials to WesBanco promptly upon request, and shall be responsible for any damages to any such materials incurred in shipping and usage other than normal wear and tear.

#### **18. General Terms and Conditions.**

- a. **Amendments.** WesBanco shall have the right to modify, amend, change, or supplement the terms of this Agreement, including any Schedule or individual Service Terms, at any time in WesBanco's discretion upon written or electronic notice to Client as set forth herein. Client agrees that a summary of any change in terms is sufficient notice. Any changes made by WesBanco shall be effective as provided in WesBanco's notice. Client agrees that WesBanco may in its discretion add to, modify, and/or delete administrative and operational features and elements applicable to the use of the Services and/or make any changes that are in Client's favor without notice to Client. If Client does not agree to any change or amendment, Client must discontinue its use of the Services. By using any Service after any such change or amendment, Client agrees to and consents to that change or amendment. Client may in no way alter, modify, amend, or supplement this Agreement or any other document or agreement constituting a part of this Agreement, without WesBanco's prior express written agreement and consent in each instance.
- b. **Entire Agreement.** This Agreement constitutes the entire understanding to date of the parties hereto regarding the Services and supersedes all prior and contemporaneous oral and written agreements of the parties thereto with respect to the Services, except that the Agreement supplements, but does not replace, other agreements, terms and conditions governing Client's Account(s) and/or any other services used by Client in relation to any such Account. In the event of a conflict between the terms of this Agreement and those of any other agreement, the express terms of this Agreement shall control with respect to the Services.
- c. **Assignment.** Client may not assign or transfer this Agreement, in whole or in part, without WesBanco's prior written acknowledgment and consent, which may be granted or withheld in WesBanco's sole and absolute discretion. WesBanco may assign this Agreement and/or any or all of WesBanco's rights hereunder, or delegate any or all of WesBanco's responsibilities or duties hereunder, to any third party or parties in WesBanco's discretion and without notice to Client.
- d. **Severability.** If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, including, but not limited to, any transactions with respect to Services selected by Client, it being the intention of the parties that the

Agreement be given its broadest possible effect. To the extent permitted by applicable law, the parties hereto waive any provision of law which prohibits or renders unenforceable any provision hereof, and to the extent that such waiver is not permitted by applicable law, the parties intend that such provision be interpreted as modified to the minimum extent necessary to render such provision enforceable.

- e. **Interpretation.** The parties agree that the parties have carefully reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities be resolved against the drafting party shall not be employed in the interpretation of this Agreement. The section headings contained in this Agreement are for reference purposes only and shall not affect the interpretation of this Agreement.
- f. **No Third-Party Rights.** Unless otherwise provided, the provisions of this Agreement are for the exclusive benefit of the parties hereof; provided, however, that with respect to any software licensed by WesBanco from a third party, such third party shall be a third-party beneficiary to this Agreement solely for the purposes of enforcing Client's representations and covenants as they apply to the third party's software.
- g. **Waiver.** A failure or delay on the part of WesBanco in exercising any right, power or remedy under this Agreement shall not operate as a waiver thereof nor shall any single or partial exercise of any such right, power or remedy preclude any further exercise thereof or the exercise of any other right, power or remedy. Where this Agreement or applicable law permits WesBanco to take action, or not to take action, in WesBanco discretion on any matter, any action or inaction on WesBanco's part with respect to such action or inaction shall not obligate WesBanco to repeat such action or inaction with respect to similar matters that may subsequently arise.
- h. **Construction.** This Agreement shall be interpreted and construed in an impartial manner without regard to such factors as the party which prepared the instrument or drafted any provision thereof. All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders where the context so requires. The use of the singular form shall include the plural, and the use of the plural shall include the singular, where the context so requires.
- i. **Successors and Assigns.** All covenants and agreements contained in this Agreement made by or on behalf of the respective parties to such agreements shall bind their respective successors and assigns and shall inure to the benefit of their respective successors and assigns.
- j. **Governing Law.** This Agreement shall be construed in accordance with and governed by federal law and the internal laws of the State of West Virginia, without regard to conflict of law principles.
- k. **Jurisdiction and Venue; Waiver of Jury Trial.** Any suit, action or proceeding based on any matter arising out of or in connection with this Agreement or any transaction contemplated hereby shall be brought in any federal or state court located in Ohio County, West Virginia, and each of the parties hereby consents to the jurisdiction of such courts. TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO, EACH

PARTY HEREBY WAIVES THE RIGHT TO A JURY TRIAL IN ANY ACTION OR LEGAL PROCEEDING BETWEEN THE PARTIES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY SERVICES.

### Section I. Digital Banking Access and Security Procedures

- 1. Access.** With the exception of Lockbox and, in some cases Remote Deposit capture; all Treasury Management services are accessed through CashFlow Connect using a supported internet browser, or via the CashFlow Connect mobile application on a supported mobile device.
- 2. Commercially Reasonable Security Procedures.** In connection with providing access to a Service, WesBanco and Client have established certain processes or procedures for the purposes of verifying that communications, orders, instructions, or inquiries regarding a Service transaction or other Service activity are those of Client, and/or for the purpose of authenticating Client or its Authorized Users (as further defined in Schedule B hereto) in connection with Client's use of the Services, and/or for the purpose of authorizing transactions and other activity through the use of the Services (the "Security Procedures"). The Security Procedures may involve a security code, password, personal identification number, user identification technology, certificate, or other means, or method of authentication, identification or verification (the "Security Credentials"). Client's implementation and use of any Security Procedures, including any amended or modified Security Procedures, shall constitute Client's acceptance of such Security Procedures as a commercially reasonable means of preventing unauthorized activity and adequate for the purposes intended. If Client selects certain Security Procedures to use in connection with a Service and those Security Procedures provide less protection against unauthorized transactions or activity than other Security Procedures offered by WesBanco in connection with such Service, the Security Procedures selected by Client shall be deemed commercially reasonable to the same extent as the Security Procedures offered by WesBanco that provide greater protection. Client agrees to specifically indemnify WesBanco pursuant to Section 14 of this Agreement for any losses that might have been prevented through a security procedure or control identified as mandatory in Schedule B hereto but for which Client has waived and instructed WesBanco it does not wish to utilize as part of the execution of any Order Form for Services.
- 3. Reliance on Security Procedures.** Client authorizes WesBanco to follow any and all instructions entered and transactions initiated using the applicable Security Procedures in Schedule B hereto. Client agrees that the initiation of a transaction using applicable Security Procedures constitutes sufficient authorization for WesBanco to execute such transaction notwithstanding any particular signature or authentication requirements identified on any signature card or other documents or forms relating to Client's Account. Client acknowledges and agrees that Client shall be bound by any and all transactions and activity effected through the Service made in accordance with existing Security Procedures, until or unless WesBanco has received notification that existing Security Procedures have been compromised and WesBanco has had a reasonable opportunity to act upon such notice. Client further acknowledges that the Security Procedures are designed to verify the authenticity of instructions received by WesBanco and to

control access to a Service and are not designed to detect errors in the content or transmission of instructions or information.

- 4. Primary User.** As part of the enrollment process for certain Services (including, but not limited to, CashFlow Connect, Lockbox and Remote Deposit Capture Services), Client must designate one or more Primary Users, and Client agrees that there will be at least one Primary User at all times. WesBanco strongly recommends dual administration be set up for back-up purposes and to perform initiator and approver type duties. Client acknowledges that the responsibilities of Primary User include, but are not limited to: (i) assigning and maintaining all Security Credentials for all Authorized Users for applicable Services; (ii) designating additional Authorized Users, (iii) adding or removing eligible Accounts from Authorized User profiles; (iv) establishing limits, if any, on each Authorized Users' authority to access specific information and/or conduct transactions; (v) promptly removing access for terminated employees or for employees no longer authorized to access or to perform specific duties, (vi) ensuring the proper implementation of Security Procedures by Authorized Users, (vii) reviewing Authorized User access periodically to ensure access to the applicable Services is restricted to users who need it in the performance of their job functions and (viii) properly securing Client's equipment and network systems to prevent inappropriate use. Pursuant to Subsection I(3) above, WesBanco is entitled to act on any instruction of the Primary User as if it is an authorized instruction until WesBanco shall have received written notice to the contrary from Client. WesBanco shall be given a reasonable time to act on such written notice re-assigning the person designated as the Primary User.
- 5. Authorized Users.** The Primary User(s) shall have the authority to designate person(s) authorized to use a Service and to access any Account (each an "Authorized User" and collectively "Authorized Users") authorized by the Primary User. Each Authorized User is authorized to conduct any transaction within the scope of this Agreement, unless such authority is limited by the Primary User or as otherwise expressly provided in the applicable Service Terms. Client acknowledges and agrees that any person knowing or in possession of Client's Security Credentials shall be treated as an Authorized User by WesBanco. Any Authorized User shall continue to be an Authorized User unless and until Client or the Primary User has notified WesBanco, as set forth herein, that such person or entity is no longer an Authorized User and until WesBanco has had a reasonable opportunity to act upon such notice.
- 6. Security Credential Protection.** Client agrees to keep all Security Credentials strictly confidential and establish and maintain all procedures necessary to ensure that the Security Credentials will be maintained in the strictest confidence. Specifically, Client agrees that the Primary User shall not share their Security Credentials with any other person for convenience or administrative purposes.

Client agrees to immediately notify WesBanco if Client becomes aware of any of the following: (a) any loss, theft or suspected loss or theft of the Security Credentials of Primary User or any Authorized User; (b) any unauthorized use of the Security Credentials, or of CashFlow Connect; (c) any failure by WesBanco to act on appropriate instructions received from Client in connection with CashFlow Connect, which instructions or requests have been received and/or transmitted through CashFlow Connect; or (d) any receipt and/or confirmation of instructions or

requests which Client did not place, or any similarly inaccurate or conflicting report or information received.

- 7. Client's Obligation upon Security Breach.** In the event of any security incident related to Client, Client agrees to assist WesBanco in determining the manner and source of such incident. Such assistance shall include, but shall not be limited to, providing WesBanco or WesBanco's agent access to Client's systems or devices. Client further agrees to provide to WesBanco with any reports or analysis of Client's systems related to the incident performed by Client, Client's agents or law enforcement agencies to the extent legally permissible. Client agrees to take all reasonable remediation steps and provide any certifications or reports as requested by WesBanco in order to gain full access and use of the Services.

## Section II. Limits

- 1. Permanent Limits.** Monetary limits are set on several Treasury Management Services. Limits are in place to protect the Client and WesBanco by putting an upper bounds on the funds that may be transferred out of the Bank in any given day. Limits are communicated to the Client in Section II of the Order Form.
- 2. Temporary Limits.** In certain situations, a Client may attempt a transaction that exceeds the limit that has been set. In this event, a Client may contact the Customer Service Center and request a temporary limit be set. This request may or may not be granted based at WesBanco's reasonable discretion based upon the ability to properly validate the Client, the Client's authority to request the increase, the purpose of the increase, and internal approval at the appropriate monetary level. The Client should evaluate their upcoming needs against the limits listed in Section II of Schedule A, and reach out to their Treasury Sales Officer in advance to ensure that they have the appropriate limit in place. Should a Client repeatedly request temporary increases, WesBanco may proactively contact the client to recommend a higher limit.
- 3. ACH Limits.** Any transaction that violates the established limit requires temporary approval and will be granted according to the fact that customer identification and need are addressed according to Schedule B. All requests will be recorded. Repeated violation of limits may result in a revised customer agreement. Changes to limits may only be requested and removed by an Order Form.
- 4. Electronic Wire Transfer Limits.** Any transaction that violates the established limit requires temporary approval and will be granted according to the fact that customer identification and need are sufficiently addressed according to Schedule B. Client agrees that all such requests will be recorded. Repeated violation of limits may require a revised Order Form. Changes to limits may only be requested and removed by an Order Form.
- 5. Remote Deposit Capture Limits.** Any transaction that violates the established limit requires temporary approval and will be granted based upon whether that customer need is sufficiently addressed according to Schedule B. Repeated violation of limits may result in a revised customer agreement. Changes to limits may only be requested and removed by an Order Form.

### Section III. Automated Clearing House (ACH)

1. **Access.** The ACH feature is accessed through CashFlow Connect or via direct upload. The Primary User specified in Section I is responsible for the configuration of any other Authorized Users.
2. **Availability.** ACH requests will be accepted during normal business hours as detailed in Schedule C. Any ACH request received by WesBanco after an applicable Cut-Off Time shall be processed by WesBanco on the next business day. The Cut-off times specified in Schedule C are reasonably-necessary to provide sufficient time for WesBanco to review the request for security and fraud measures and reasonably act on it.
3. **Compliance with Rules and Regulations.** The Client acknowledges that they are in possession of a copy of the Rules and have reviewed them with appropriate, competent professional advisers of their choice considering Client's individual operations and activities. The Client agrees to comply with and be bound by the Rules, as amended, and comply with applicable laws of the United States of America, the State of West Virginia and of any other applicable state or local laws or regulations (collectively "Applicable Law and Regulations"). Client acknowledges that WesBanco may suspend or terminate this Agreement if Client does not fully comply with the Rules or Applicable Law and Regulation.
4. **Fines and Penalties.** In the event the Client violates any of the applicable Rules and NACHA imposes a fine on WesBanco because of the Client's violation, Client shall reimburse WesBanco for any such fine.
5. **Pre-notifications.** Client should send pre-notification (zero-dollar) entries three (3) Business Days prior to initiating the first live (dollar) Entry to a particular account. Should the Client receive notice that any such pre-notification has been rejected by an RDFI, or that an RDFI will not receive Entries without having first received a copy of the written authorization signed by its customer (the Receiver), the Client will initiate no further entries to the Receiver until such time as the Client provides the RDFI with such authorization. At such time, the Client may initiate Entries, within the time limits provided in the Rules.
6. **Annual Audit.** If Client originates WEB entries, in accordance with the Rules, Client shall conduct an annual audit of their security practices and procedures. Client agrees to furnish evidence of such audits to WesBanco upon request. Any ACH Originators originating as Third-Party senders, regardless of SEC Codes, require a separate annual audit. This may be conducted by WesBanco or a designated Third-Party. WesBanco has the right to audit periodically the Entries initiated, and any associated documentation or procedures used by the Client, to ensure compliance with this Agreement, the Rules, Applicable Law and Regulation, and applicable WesBanco policies
7. **Backup Files.** Client agrees to maintain back-up files, Entry Data, and procedures in the event ACH Entries cannot be submitted to WesBanco via the Digital Banking Platform.
8. **Rejection of Entries.** WesBanco may reject any Entry which does not comply with the Rules or other NACHA requirements, or which contains an Effective Entry Date more than 2 days after the Business Day such Entry is received by WesBanco. WesBanco may reject an On-Us Entry for any reason for which an Entry may be returned under the Rules. WesBanco may reject any Entry

if Client has failed to comply with its account balance obligations. WesBanco may reject any entry of Client that does not adhere to security procedures as described in Schedule B.

WesBanco shall notify Client by phone or electronic transmission of such rejection no later than the Business Day such Entry would otherwise have been transmitted by WesBanco to the ACH Operator or, in the case of an On-Us entry, its Effective Entry Date. Notices of rejection shall be effective when given. WesBanco shall have no liability to Client by reason of the rejection of any such Entry or the fact that such notice is not given at an earlier time than that provided for herein.

In the event that any Entries are rejected by the ACH Operator for any reason, it shall be the responsibility of the Client to remake such Entries. Should the file be rejected due to an error caused by WesBanco, we shall be responsible for remaking the file. In such a case, the Client will supply sufficient information, to allow WesBanco to recreate the entries for up to five (5) business days after midnight of the settlement date.

- 9. On-Us Entries.** Except as provided in Rejection of Entries, in the case of an Entry received for credit to an account maintained with WesBanco (an “On-Us Entry”), WesBanco shall credit the Receiver’s account in the amount of such Entry on the Effective Entry Date contained in such Entry, provided the requirements set forth in clauses 4 (i) and (ii) are met. If either of those requirements is not met, WesBanco shall use reasonable efforts to credit the Receiver’s account in the amount of such Entry no later than the next business day following such Effective Entry Date.
- 10. All other Entries.** Except as provided in the case of On-Us Entries and Rejection of Entries, WesBanco shall (i) process Entries received from Client to conform with the file specifications set forth in Rules, (ii) transmit such Entries as an Originating Depository Financial Institution to the Automated Clearing House Operator, and (iii) settle for such Entries as provided in the Rules.
- 11. Delivery Date.** This is the date that the Client must schedule and approve ACH batches online through CashFlow Connect or deliver a NACHA formatted file to this Institution in a format agreed to in advance by Wesbanco. ACH batches created through CashFlow Connect must be approved by the designated cut-off times as specified in Schedule C on the appropriate Business Day. The multiple cut-off times are necessary to provide sufficient time for WesBanco to review ACH batches timely to communicate notification of errors or additional edits required of ACH batches before WesBanco processes the ACH Entries within the ACH Operator deadlines. In emergency situations, NACHA formatted files should otherwise be delivered to WesBanco within the time frames detailed in Schedule C.
- 12. Customer Settlement Date.** This is the date that WesBanco will debit or credit the Client’s Account for the total of the ACH entries. For Credit Entries, collected funds must be available in the Account as of the scheduled Customer Settlement Date detailed in Schedule C. Failure to have sufficient funds in the Origination Account at the required date may result in the declined authorization of the origination of the entire batch and no CREDIT entries may be initiated.)
- 13. Cancellation, Amendments, and Reversals.** If the Client discovers that any entry it has initiated was made in error, it must notify WesBanco of the error within 24 hours. In such case,



WesBanco will utilize its best efforts to attempt to initiate an adjusting entry or stop processing of any “on-us” Entry. Should WesBanco be unable to stop the Entry from posting, or if it is too late to withdraw the item from the ACH Operator, the Client may initiate a reversal file to correct the Entry, as provided for and abiding by the Rules.

Should a reversal be created for an individual Entry or Entries, as opposed to a complete file or batch reversal, the Receiver(s) of the Entries must be notified of the reversal no later than the settlement date of the reversing Entry.

Should a reversal be created for a complete file or batch reversal, the Client must advise the ODFI within five (5) business days of settlement.

- 14. Notice of Returned Entries.** WesBanco shall notify an Authorized User of the Client by phone or electronic transmission of the receipt of a returned or changed Entry from the ACH Operator no later than 1 business day after the Business Day of such receipt. Except for an Entry retransmitted by Client in accordance with the Rules, WesBanco shall have no obligation to retransmit a returned Entry to the ACH Operator if WesBanco complied with the terms of this Agreement with respect to the original Entry.
- 15. Notifications of Change.** WesBanco shall notify Client of all notifications of change received by WesBanco relating to Entries transmitted by Client in accordance with this Agreement no later than 1 Business Day after receipt thereof. Upon receipt of notification of change items, the Originator must make the correction within six (6) banking days, or before the next transaction, whichever is later.
- 16. Payment by Client for Entries.** Client shall pay WesBanco the amount of each Credit Entry transmitted by WesBanco pursuant to this Agreement at such time as specified on Schedule C.
- 17. Electronic Debit Entries.** Client will receive immediately available funds for any electronic debit entries initiated by it not later than the settlement date of the items. Provisions may be made for holding accounts to be maintained for posting of any return debit items received, as stated in this Agreement and the Rules. Client will promptly provide immediately available funds to indemnify WesBanco if any debit items are rejected after WesBanco has permitted the Client to withdraw immediately available funds, should funds not be available in the Client’s accounts to cover the amount of the rejected item.
- 18. Origination Account.** WesBanco may, without prior notice or demand, obtain payment of any amount due and payable to it under this Agreement by debiting the account(s) of Client identified as an Origination Account in an Order Form and shall credit the Origination Account for any amount received by WesBanco by reason of the return of an Entry transmitted by WesBanco for which WesBanco has previously received payment from Client. Such credit shall be made as of the day of such receipt by WesBanco.  
Client shall at all times maintain a balance of available funds in the Origination Account sufficient to cover its payment obligations under this Agreement. In the event there are not sufficient available funds in the Origination Account to cover Client’s obligations under this Agreement, Client agrees that WesBanco may debit any account maintained by Client with WesBanco or any affiliate of WesBanco or that WesBanco may set off against any amount it owes to Client, in order to obtain payment of Client’s obligations under this Agreement. Upon

request of WesBanco, Client agrees to promptly provide to WesBanco such information pertaining to Client's financial condition as WesBanco may reasonably request.

- 19. Account Reconciliation.** Entries transmitted by WesBanco or credited to a Receiver's account maintained with a WesBanco will be reflected on the Client's periodic statement issued by this WesBanco with respect to the Account and also viewable within CashFlow Connect. Client agrees to notify WesBanco promptly of any discrepancy between Client's records and the information shown on any periodic statement. If Client fails to notify WesBanco of any discrepancies or unauthorized transactions in accordance with the Account Agreement, Client agrees that WesBanco shall not be liable for any other losses resulting from Client's failure to give such notice or any loss of interest or any interest equivalent with respect to an Entry shown on such periodic statement.
- 20. Third Parties.** Client assumes full responsibility for any action made by any Third-Party Processor selected by Client at its discretion to initiate Entries on its behalf and shall indemnify WesBanco pursuant to the provisions of Section 14(c) hereof for any losses incurred for any action or inaction of such processor.
- 21. Third Party Senders.** A third-party sender is a processing intermediary between WesBanco and the end-user of ACH payments. Third-party senders must complete and execute Schedule F attesting to their eligibility and relationship both at inception of the service and at least annually thereafter.

#### Section IV. Electronic Wire Transfers

- 1. Access.** Electronic wires are accessed through CashFlow Connect. The Primary User specified in Section I is responsible for the configuration of any other Authorized Users. Direct wire transfers are not covered under this agreement.
- 2. Availability.** Wire transfer requests will be accepted during the normal business hours as detailed in Schedule C. Any wire transfer requests received after the applicable Cut-off time will be processed on the next business day. The Cut-off times specified in Schedule C are reasonably-necessary to provide sufficient time for WesBanco to review the request for security and fraud measures and reasonably act on it.
- 3. International Wire Transfers.** WesBanco supports Domestic and International wires in US Dollars, as well as International wires in Foreign Currency through CashFlow Connect. The Client may request all or any type of electronic wire transfer capabilities; however international capability requires additional assessment of risk. The Client should review Schedule B for details surrounding International Wires, and should also be aware of the cutoff times in Schedule C, as the validation of International Wires may take longer than Domestic wire transfers.
- 4. Authorization.** WesBanco will only accept a request for a wire transfer if the Authorized User(s) makes the request through CashFlow Connection and in accordance with the additional requirements in Schedule C.

- 5. Verification.** WesBanco reserves the right to call back one of your Authorized Users (other than the individual who made the request) to further authenticate a wire transfer. If WesBanco is unable to secure an authentication, although it is under no obligation to execute the wire transfer request, it may either delay or process the wire transfer request pending according to its reasonable discretion. However, in no event shall it constitute gross negligence under the terms of this Agreement if WesBanco executes an otherwise authorized wire transfer request issued by an Authorized User without separately calling an Authorized User for additional verification.
- 6. Available Funds.** WesBanco will be under no obligation to honor any wire transfer request (i) which exceeds the collected balance in your Account; (ii) which exceeds your established limit as detailed in Schedule A; (iii) for which WesBanco was not able to obtain an authentication as described in Schedule B or which in its reasonable judgment was determined to be necessary; (iv) which is not in accordance with any condition indicated by you and agreed to by us; or (iii) which is not in accordance with any other requirements as stated herein.
- 7. Overdraft.** If a transaction requested by an Authorized User is executed and results in an overdraft in any Account of Client's, Client agrees to immediately transfer or deposit additional funds into the Account to correct the overdraft status. Client agrees that WesBanco may take any actions, allowable by this Agreement, the Account Agreement, and applicable law, including, but not limited to, (i) setoff, (ii) realization of available collateral, (iii) draw down of available existing credit lines, (iv) any actions to enforce or obtain any rights or remedies under any Agreement to which WesBanco and Client are parties and (v) any actions to enforce any rights as a creditor.
- 8. Beneficiaries.** WesBanco may process wire transfer orders based upon an account number or other identifying number when such account number or identifying number is used, with or without a name, to identify the beneficiary of a wire transfer order or a financial institution, even if (when both name and number are used) the account number identifying number identifies a person or entity different from the beneficiary of financial institution identified by name. If you submit a wire transfer order identifying the beneficiary's financial institution on the basis of WesBanco account number or identifying number, payment of such order might be made by the beneficiary's financial institution on the basis of WesBanco account number or identifying number even if such number identifies a person or entity different from the named beneficiary; and the beneficiary's financial institution need not determine whether the name and the number refer to the same person or entity.

If a wire transfer order issued by you identifies and intermediary financial institution or beneficiary's financial institution only by an identifying number or by both name and identifying number, the receiving financial institution may rely on the identifying number as the positive identification of the intermediary financial institution or beneficiary's financial institution, even if such number identifies a person or entity different from WesBanco identified by name; and the receiving financial institution need not determine whether the name and number refer to the same person or entity or whether the number refers to a financial institution.

- 9. Confirmation; Reconciliation.** WesBanco will provide notice of any executed wire transfer confirmation advices in accordance with the terms of this Agreement. Executed wire transfers

will be reflected on Client's periodic account statement in addition to being available within CashFlow Connect. Client agrees to promptly notify WesBanco promptly of any discrepancy between Client's records and the information shown on any periodic statement. If Client fails to notify WesBanco of any discrepancies or unauthorized transactions in accordance with the terms of the Account Agreement, Client agrees that WesBanco shall not be liable for any other losses resulting from Client's failure to give such notice or any loss of interest or any interest equivalent with respect to an Entry shown on such periodic statement.

- 10. Revocation.** You shall have the right to reverse, adjust, or revoke a transfer request after it is received by us; however, WesBanco must receive notice of this request in accordance with this Agreement before the designated cut-off time in Schedule C. If you request the reversal, adjustment or revocation of a transfer request, WesBanco may (but is not obligated to) attempt to recover the funds from the transferee using whatever steps WesBanco deems reasonably-appropriate, and you expressly agree to indemnify us against any costs, expenses, damages and liabilities, including attorney's fees, which WesBanco may incur in attempting to effect such recovery of funds in accordance with the terms of this Agreement. WesBanco agrees to take reasonable efforts to act on such revocation requests but makes no representation or warranty as to its ability to revoke or cancel a wire transfer once an authorized wire transfer request is received.

## Section V. Positive Pay

- 1. Access.** Positive Pay is accessed through CashFlow Connect. The Primary User specified in Section I is responsible for the configuration of any other Authorized Users.
- 2. Availability.** Check Reconciliation Positive Pay and ACH Positive Pay requires Client to submit records of properly-authorized instruments or entries and subsequently review and make decisions to pay or return any Exception Items within the timelines detailed in Schedule C. Reverse Positive Pay allows Client to compare presented checks currently pending payment decisions against what they have issued. Using the Reverse Positive Pay service, Wesbanco reports to Client the checks that are presented for payment as Exception Items for Client to review and decision for payment each day.
- 3. Authorized Users.** Client agrees that the Primary User will designate Authorized Users with rights to establish Allowable Conditions and to review Exception Items and transmit pay or return decisions.
- 4. Check Reconciliation Positive Pay.**
  - a. The Service will allow an Authorized User to manually enter issued and properly-authorized checks and to update the checks' status as needed to reflect stopped or voided items. Alternatively, Client may upload a file containing these items to CashFlow Connect.
  - b. Each morning the Service will perform a comparison of issued checks to checks presented for payment on the designated Account(s) from the previous Business Day. Any Exception Items will be listed on a daily "Reconciliation Exception Report" and sent to the Client in CashFlow Connect.

- c. An Authorized User of the Client shall review the Exception Items report and provide WesBanco with a pay or return decision no later than the Cut-Off Time defined in Schedule C each business day.
- d. In the event the Client does not make a decision on an Exception Items by the Cut-Off Time, WesBanco's Exception Item Default Rule will be applied to those transactions as selected by the Client in the Order Form. If Client has requested that the Exception Item Default Rule is to pay any Exception Items that are not decided by the Client by the applicable cut-off time in Schedule C, Client agrees that such undecided items shall be paid and shall constitute properly-authorized transactions by Client, and that such transaction may not later be claimed by Client to constitute unauthorized or fraudulent.
- e. Authorized User may see different links within the Service. For example, Authorized User with Full privileges will be able to enter, modify, and view issued checks. The Authorized User will also be able to view daily reconciliation reports as well as enter decisions on the day's reconciliation items. Authorized User with View privileges will only be able to view issued items and reconciliation reports. They will not be able to enter or modify issued items; the corresponding links will be grayed out and not available to them.
- f. For security reasons, it is not recommended to authorize the same user to both upload or manually enter issued checks and be able to work exceptions. Wesbanco recommends that Client have one user upload or manually enter issued checks and another user be responsible for making decisions on the daily Exception Items. Authorized Users responsible for reviewing and deciding Exception Items shall also be authorized signers on the Account.
- g. If Client orders or prints checks from any check-printing vendor other than Wesbanco, Client agrees to ensure that the MICR encoding ink is of high quality and the checks are otherwise produced to commercially-reasonable standards. Failure to use commercially-reasonable checks could result in a large number of Exception Items.
  - i. Minimum Check Standards and Specifications. Client will ensure that all issued checks will be of minimum quality as established by the American National Standards Institute with respect to character position and formation.
  - ii. Rejected Items. Wesbanco shall promptly notify Client of check quality problems that are creating routine or repeating rejection issues while being processed which, if not corrected, could result in additional fees charged to Client.
- h. A statement of accounts and confirmation of items paid may be obtained by the Client electronically, in writing, by telephone, or otherwise through Client's use of CashFlow Connect. Within CashFlow Connect, an online issued items "register" is updated with the status of checks cleared or marked as exceptions. The register or online history can be used to verify items paid. Account statements, whether provided in writing or electronically, will also include confirmation of items paid. (If applicable, the Client may also utilize the "notify me" alert feature for notification of items paid).

- i. Client agrees to promptly review the online daily reconciliation report and verify each item presented for payment. If Client suspects an error, discrepancy or unauthorized transaction, Client shall instruct Wesbanco by the designated cut-off time to return the item or flag as “suspect” for further review. In the event the Institution must deliver the daily reconciliation report verbally or electronically by fax, the Company must still advise the Institution (verbally or in writing) of suspected errors, discrepancies, or unauthorized items by the designated cut-off time.

#### **5. ACH Positive Pay.**

- a. ACH Positive Pay is a service offered by Wesbanco for commercial clients to reduce the potential for fraudulent ACH Debit entries to be paid against their checking accounts. Access to ACH Positive Pay is through CashFlow Connect.
- b. The Primary User shall assign and identify Authorized User(s) with the rights to establish Allowable Conditions or Payment Rules, review Exception Items and transmit to WesBanco pay or return decisions. When ACH Debits are presented to an account established on ACH Positive Pay and the Allowable Conditions are met, WesBanco shall allow such ACH Debits to automatically post to the account. If all of the Allowable Conditions are not met, the ACH Debit is reported to the Client as an Exception Item. Due to the nature of ACH processing, Exception Items may be presented to the Client multiple times during the day as ACH files are received from the Federal Reserve. WesBanco will notify the client of any Exception Items via the CashFlow Connect System. Client should respond to these alerts with appropriate pay or no pay decisions within the Cut-Off times established in Schedule C.
- c. Client shall review the Exception Items report and provide WesBanco with a pay or no pay decision no later than the Cut-Off Time each business day. In the event the Client does not make a decision on an Exception Item by the Cut-Off Time, WesBanco’s Exception Item Default Rule as selected by Client in the Order Form will be applied to those transactions. In the event the Client decides to pay an Exception Item and wants to allow such transactions to automatically be accepted and paid in the future, an Authorized User shall add the required Allowable Conditions online to permit such transaction to be processed not as an Exception Item in the future. If the Client establishes that ACH Debits are not allowed to post to the account under any Allowable Conditions, all ACH Debits received for the account are blocked from posting and are reported as Exception Items.
- d. Authorized Users shall establish the Allowable Conditions for each account. Authorized Users may change any Allowable Conditions as they have determined to be appropriate. Any changes to Allowable Conditions made by an Authorized User will be immediately visible in Cash Flow Connect, but will only be effective and applied to items presented the following business day and thereafter.

#### **6. Reverse Positive Pay**

- a. Wesbanco will provide the Client with an electronic file or online access detailing all checks presented for payment against the Client's account(s).
- b. Each morning, WesBanco will present in CashFlow Connect a report of checks that will have been presented for payment and which are ready for Client to make a decision whether to pay or return the Items. .
- c. An Authorized User of Client shall review the report and provide WesBanco with a pay or return decision no later than the Cut-Off Time defined in Schedule C each business day.
- d. In the event the Client does not make a decision on an Exception Item by the Cut-Off Time, WesBanco's Exception Item Default Rule will be applied to those transactions as selected by the Client in the Order Form. If Client has requested that the Exception Item Default Rule is to pay any Exception Items that are not decided by the Client by the applicable cut-off time in Schedule C, Client agrees that such undecided items shall be paid and shall constitute properly-authorized transactions by Client, and that such transaction may not later be claimed by Client to constitute unauthorized or fraudulent.
- e. Authorized User(s) may see different links within the Service. For example, Authorized User with Full privileges will be able to enter, modify, and view issued checks. The Authorized User will also be able to view daily reconciliation reports as well as enter decisions on the day's reconciliation items. Authorized User with View privileges will only be able to view issued items and reconciliation reports. They will not be able to enter or modify issued items; the corresponding links will be grayed out and not available to them.
- f. For security reasons, Authorized Users responsible for reviewing and deciding Exception Items shall also be authorized signers on the Account.
- g. If Client orders or prints checks from any check-printing vendor other than Wesbanco, Client agrees to ensure that the MICR encoding ink is of high quality and the checks are otherwise produced to commercially-reasonable standards.
- h. Minimum Check Standards and Specifications. Client will ensure that all issued checks will be of minimum quality as established by the American National Standards Institute with respect to character position and formation.
- i. A statement of accounts and confirmation of items paid may be obtained by the Client electronically, in writing, by telephone, or otherwise through Client's use of CashFlow Connect. Within CashFlow Connect, an online issued items "register" is updated with the status of checks cleared or returned. The register or online history can be used to verify Items paid. Account statements, whether provided in writing or electronically, will also include confirmation of items paid. (If applicable, the Client may also utilize the "notify me" alert feature for notification of items paid).
- j. Client agrees to promptly review the online daily reconciliation report and verify each item presented for payment. If Client suspects an error, discrepancy or unauthorized transaction, Client shall instruct WesBanco by the designated Cut-Off Time to return the item. In the event WesBanco must deliver the daily reconciliation report verbally or

electronically by fax, the Client must still advise the Institution (verbally or in writing) of suspected errors, discrepancies, or unauthorized items by the designated cut-off time.

## Section VI. Remote Deposit Capture

- 1. Access.** The Remote Deposit Capture (hereinafter "RDC") is accessed through CashFlow Connect via Single Sign On, or directly through the Direct Link Merchant portal. The Client must designate an RDC Primary User if different from the Primary User specified in Section I. The RDC Primary User is responsible for the configuration of any other Authorized User within the system.
- 2. Availability.** RDC batches will be accepted in accordance with the timelines detailed in Schedule C. WesBanco will make every effort to process batches received in this timeframe, however sufficient time should be allotted for fraud or limit reviews in the event of violating items. Client Limits are defined in Section II of the Order Form.
- 3. Client Responsibilities.** When Client makes deposits via RDC, Client represents and warrants to WesBanco that:
  - a. Client is the payee, holder or otherwise legally-authorized to enforce the Checks;
  - b. the Electronic Files contain exact images of the front and back of the Checks which Client seeks to deposit;
  - c. the Electronic Files enable Wesbanco to create Image Replacement Documents (hereinafter "IRD") that meet the definition of "Substitute Check" and conform to all standards prescribed by 12 U.S.C. § 5001 et seq. and corresponding regulations;
  - d. the Electronic Files do not contain any fraudulent items;
  - e. no depository bank, drawee, drawer, or endorser will receive presentment or return of an IRD, the original Check, or a copy or other paper or electronic version of an IRD or original Check such that WesBanco, a bank, drawer, drawee, or endorser will be asked to make payment based on a Check that bank, drawee or endorser has already paid;
  - f. WesBanco is able to create IRDs from Electronic Files in such a manner that subsequent endorsements will not render previous endorsements illegible;
  - g. Checks are drawn on a financial institution in the United States and are payable in United States currency;
  - h. Client has procedures that require employees using RDC or ICL to mark, frank, or otherwise indicate on the physical Check that it has been scanned for electronic deposit, and such marking or franking does not interfere with the MICR line, payee, date, amount (formal and informal), signature, or endorsement on the Check. A proper endorsement shall state, at a minimum, "For Remote Deposit". Although WesBanco provides a virtual endorsement, the virtual endorsement does not show on the physical Check.
  - i. WesBanco reserves the right, in its reasonable discretion, not to accept any deposits that it reasonably believes are fraudulent or not deposited in accordance with the terms of this Agreement. You agree not to deposit via RDC or ICL "ineligible items", as that term is used by the Board of Governors of the Federal Reserve. You further agree not to deposit Remotely Created Checks (RCC) without our agreement.



4. **Storage and Disposal.** Client must keep records of the Checks for the length of time required by applicable state record retention laws. Client must shred any original Check after verification of deposit. Original Checks that have been deposited and verified must be destroyed within ninety (90) calendar days. Until Client destroys any Check or image of the same, Client must, at a minimum, keep such document in a secure locked area or in a password protected environment. If Client creates an image of the Check, Client must create a read-only image that cannot be copied or reproduced.
5. **RDC Scanner.** WesBanco will provide one scanner per Client. If this scanner breaks down or otherwise becomes obsolete or unusable after expiration of the scanner manufacturer's warranty, Client will be responsible for paying the cost of a replacement scanner. All other expenses or fees associated with the RDC scanner WesBanco provides, as well as any replacement scanner, will be at the Client's expense, including, but not limited to, upgrades, scanner swaps, additional or extended manufacturer's warranty and/or cleaning and maintenance supplies and service.
6. **Maintenance of Scanner and Supplies.** At all times, the Client must maintain the scanner on loan for use with RDC in good working order. The Client is responsible for all maintenance costs, which may include, but is not limited to cleaning kits, ink replacement cartridges, power cord and/or USB cord replacement.

## Section VII. Internal Account Sweep Services

1. **Access.** Internal Account Services are configured by WesBanco on behalf of the Client according to the specifications in Schedule A. Client can monitor Sweeps in CashFlow Connect. Changes to configuration may be requested through WesBanco's Treasury Management team.
2. **Availability.** The process defined in this section relates only to the accounts specified for Sweep Functionality on the Order Form.
3. **Overdraft Protection Transfers.**
  - a. When items such as checks or debits are received and the Client's specified deposit account(s) do(es) not have sufficient funds to cover said items, WesBanco will automatically transfer any available credit from the Client's Credit Line to the Client's deposit account in any amount required up to the maximum amount available on Client's line of credit identified on the Order Form to ensure payment of checks or debits which would otherwise overdraw the above referenced deposit account(s) or be returned for non-sufficient funds.
  - b. WesBanco will provide monthly statements for both the Credit Line and the deposit account(s) that will detail all transactions/transfers between the accounts.
  - c. The Client authorizes WesBanco to transfer from the Credit Line to the specified Account(s) above amounts sufficient to cover miscellaneous debits presented on the Account(s) as well as to maintain a Threshold Balance specified in the Order Form in the Account.
  - d. The Client is advised and realizes the Credit Line will transfer available credit to the specified account(s) regardless of whether the amount of the advance is sufficient to pay your overdraft(s).

- e. The ability to access the Credit Line as specified by Line of Credit Procedure Agreement remains in place without modification.
- 4. Credit Line Automatic Payment.**
- a. When collected funds become available in The Client's deposit account(s) and an outstanding principal balance exists on The Client's Credit Line, WesBanco will automatically transfer any collected funds from Client's Account(s) to Client's Credit Line to be applied to the outstanding balance of the Credit Line.
  - b. The Client authorizes WesBanco to automatically transfer from the Account(s) to the Credit Line any and all collected balances over the Balance Threshold identified in the Order Form to either reduce or pay down the principal to a \$0 balance.
  - c. The Client is advised and realizes that should collected balances in deposit accounts(s) be insufficient to cover outstanding principal balance on Credit Line, interest will accrue and be paid under the terms of the applicable loan documents between the Client and WesBanco establishing the line of credit.

### Section VIII. Investment Sweep Services

- 1. Access.** Credit Line Sweep Services are configured by WesBanco on behalf of the Client according to the specifications in Schedule A. Client can monitor Sweeps in CashFlow Connect. Changes to configuration may be requested through WesBanco's Treasury Management team.
- 2. Availability.** The process defined in this section relates only to the accounts specified for Sweep Functionality on Schedule A.
- 3.** WesBanco utilizes a third party provider for Investment Sweep Accounts. This agreement and the corresponding order form details the interaction of these accounts with a WesBanco operating account, however Client will additionally execute agreements with the third party provider.

### Section IX. Lockbox

- 1. Description of Service.** The Lockbox Services consist of remittance processing services and the deposit of checks into designated Accounts. WesBanco may provide optional data entry and image services to Client as mutually agreed by the parties. Remittances set up in implementation are sent for processing via a designated post office box established and owned or controlled by WesBanco or its third-party service provider assisting with the provision of these services ("Lockbox Service Address").
- 2. Access.** Client may access Lockbox Services by also enrolling in WesBanco's lockbox system, Lockbox Central ("Lockbox Central"), which access will be provided to Client at completion of account setup. Client must designate a Lockbox Primary User if different from the Primary User specified in Section I. The Lockbox Primary User is responsible for the configuration of any other Authorized User within the Lockbox Central.
- 3. Availability.** Payments may be received 24x7, however payment posting times follow the timelines established in Schedule C.
- 4. Client Responsibilities.**
  - a. Prior to commencement of Lockbox Services, Client will complete the information required for Lockbox Services in Schedule A and complete the Processing Questionnaire.

Client will furnish to WesBanco any additional data, authorizations and other information, forms and documents as WesBanco may request and Client shall do so in sufficient time to enable WesBanco to setup and test these services for Client. All such data and information furnished to WesBanco by Client shall be in a form acceptable to WesBanco. Once Client provides a remittance document and a return envelope that is approved by WesBanco, no change may be made to their document without obtaining WesBanco's prior review and written approval with respect to any change in any aspect of the remittance documents or envelopes, including without limitation paper weight, color, size, ink and location of information on a document. Client shall give WesBanco reasonable time to respond to any changes and to perform appropriate testing with its service providers to confirm that such change will not create processing problems or additional costs.

- b. Client understands that Lockbox Services processing will be performed generally by the use of automated equipment at WesBanco's third party processor, that the equipment will not function properly to perform the Lockbox Services if Client fails to comply with such obligations and specifications required by WesBanco, and that such failure may degrade quality and timeliness of Lockbox Services. Further, in the event such remittance document is of insufficient quality to permit scanning through WesBanco's third-party processor, additional fees consistent with manual servicing may be imposed. WesBanco shall promptly notify Client of any such failures, and Client shall be given a reasonable period of time to correct such non-complying documents or information. . Output media will be sent to Client via Lockbox Central unless the customer makes arrangements for alternative delivery methods.
- c. Client will direct only such mail to such Lockbox Services Address as is intended by Client for Lockbox Services processing by WesBanco. Client acknowledges and agrees to direct the receipt of all other mail at an alternate address, determined by Client. Client acknowledges and agrees that, to the extent the Lockbox Services Address is directed by Client to remitters as a repository for mail other than that to be processed by WesBanco, that such mail will be forwarded to Client in the normal course and Client agrees to reimburse WesBanco for any reasonable and necessary postage or handling fees in order to remit such information to Client. Further Client will assume any and all responsibility and liability for any delays in receiving such mail from such Lockbox Service address.
- d. The Client will instruct each remitter to pay by check, money order, cashier's check or debit or credit card only. WesBanco will process and deposit all cash received; however, WesBanco will assume no liability for cash mailed by Client's remitter beyond such cash as is actually received and receipted for processing.
- e. Client agrees that checks, money orders or other instruments bearing restrictive endorsements and/or notations such as "Payment in Full," "Balance on Account," "Final Settlement," or substantively-similar language shall be deposited, and Client agrees that WesBanco accepts no responsibility or liability for the failure to heed or notify Client of such language found in remittance documents.

- f. If Client is a “covered entity” as defined under the Health Insurance Portability and Accountability Act of 1996, as amended (“HIPAA”), Client shall notify WesBanco prior to the commencement of Lockbox Services if the performance of such services by WesBanco shall include the creation, receipt, use or disclosure of protected health information as defined by HIPAA, so that WesBanco may enter into a written business associate agreement with Client. Client further agrees that after the effective date of the Lockbox Services, if there is any change to the Lockbox Services that causes WesBanco or its third party processor to create, receive, use or disclose protected health information, Client shall notify WesBanco in writing at least thirty (30) days in advance of such proposed change so that WesBanco may determine if the requested change can be reasonably-accommodated, and, if so, enter into a written business associate agreement with Client.

**5. WesBanco Responsibilities.**

- a. WesBanco will obtain a Lockbox Service Address either directly or through its third-party processor and assign a post office box number to Client. WesBanco will authorize Client’s use of such box for purpose of providing the services to Client and WesBanco or its third-party processor shall have the exclusive use and control of such Lockbox Service Address and collect mail there from on a daily schedule.
- b. WesBanco or its authorized third-party processor will collect all payments and other mail received at the Lockbox Service Address once each business day during which WesBanco maintains regular business hours for the purposes of processing the payments and other mail received to the Lockbox Service Address. Mail will not be collected from Lockbox Service Address on Saturdays, Sundays and bank holidays.
- c. WesBanco or its authorized third-party processor will process all mail received at the Lockbox Service Address by opening such mail, removing the checks and other related documents and preparing the checks for deposit to the account of Client. All other mail received, and all other documents related to the checks received will be forwarded to Client pursuant to WesBanco’s normal procedures in effect from time to time.
- d. WesBanco will credit to the Account(s) of the total of all remittance checks processed each day pursuant to Client’s Deposit Account Agreement with WesBanco and applicable policies and procedures. Images of archived Items are accessible by the customer in Lockbox Central for a period of time established by the customer at account setup up to two (2) years. However, all deposited checks will be imaged in processing sequence and be retained by WesBanco in accordance with its record retention policies and procedures, in effect and as may be amended from time to time. Photocopies of imaged items will be provided upon Client’s request at prices set forth in WesBanco’s applicable fee schedule then in effect.
- e. WesBanco will forward to Client all remittance advices, any other documents or mail, , imaged check copies, if requested, and deposit confirmations received at the Lockbox Service Address no later than the next business day following receipt thereof into the Lockbox Service Address. Client may request such additional documentation at Client’s sole discretion provided, however, that such additional documentation shall be supplied

by WesBanco in accordance with WesBanco's fee schedules for such services in effect, from time to time.

6. **Return Items.** Items deposited to the designated Account(s) which are returned unpaid because of "insufficient funds" or "uncollected funds," or substantively similar reasons, will be debited from such Account(s). If such debits are necessary, Client authorizes WesBanco to charge the Client for the amount of the Item by debiting the Account(s) and sending the Item with debit advice to the address stated for receipt of the statement. If Client requests the Item to be redeposited, WesBanco will redeposit the Item once, with notice of return to the Client, and only with respect to Items returned for reason of "insufficient funds" or "uncollected funds." The charge for returned Items will be at WesBanco's then-current fee disclosed in its Fee Schedule. If alternative return requirements are desired, such requirements shall be reasonably agreed to by the parties in advance. In the event WesBanco is required to return a check for lack of endorsement thereon by the maker, Client authorizes WesBanco to endorse the check with the following restrictive endorsement: Pay to the Order of WesBanco Bank, Inc. Wheeling, WV 26003. Upon receipt of the corrected endorsement from the maker of such check, WesBanco shall deposit the check with such restrictive endorsement to the account of Client.

## Section X. Deposit Escrow Sub Accounting

1. **Access.** Deposit Escrow Sub Accounting (DESA) is accessed through CashFlow Connect. The Primary User specified in Section I is responsible for the configuration of any other Authorized Users.
2. **Availability.** Deposits and disbursements will follow standard account processing timelines.
3. **Client Responsibilities.**
  - a. Client shall provide WesBanco with identifying information for each sub-account holder. Federal law requires all financial instructions to obtain, verify, and record information that identifies each entity or person that opens an account or sub-account.
  - b. Client shall complete an IRS form(s) W-8 or W-9. Client agrees that WesBanco cannot credit interest to any sub-account holder until we receive and verify each sub-account holder's W-8 or W-9. Client must also notify the sub-account holder if client retains all, or a portion of the interest as a fee.
  - c. Client shall comply with applicable law, rule and/or ordinances with respect to the purpose and use of each sub-account.
  - d. Client must maintain legally required documentation with regard to your customers. WesBanco can access, upon reasonable request, your template agreement with your customer; or agreements with each sub-account holder.
  - e. Client acknowledges that sub-accounts may not qualify for pass-through insurance through the FDIC if the Client keeps a portion of the interest without disclosing to the sub-account holder that the withheld portion is a fee.
  - f. Client agrees that Sub Account holders will not have direct access to the funds held in the sub account.

- g. Client shall complete and execute Schedule D with the details related to this program. Any changes to Scheduled D must be coordinated with the Treasury Management Officer.

**4. Bank Responsibilities.**

- a. WesBanco will pay interest, if any, for each sub-account up to the date of closure of each sub-account.
- b. WesBanco will honor electronic access and will accept check deposits to the master account.
- c. Bank will retain records in accordance with Applicable Law.

## Section XI. Commercial Credit Cards

- 1. Access.** Commercial Credit Card Administration (hereinafter “Administration”) is accessed through CashFlow Connect via Single Sign On, or directly through the eZBusiness portal. The Client must designate a Card Primary User if different from the Primary User specified in Section I to be primarily responsible for the administration of the Client’s management of their credit cards and any additional authorized card users (the “Card Primary User”). The Card Primary User is responsible for the configuration of any other Authorized User within the system.
- 2. Availability.** Administration is available through CashFlow Connect at any time.
- 3. Overview.** Commercial Credit Cards provide the ability for a Client to offer their users a Visa Credit Card tied to a parent line of credit between the Client and WesBanco. Cards can be configured as Fleet Cards, Purchasing Cards (P-Cards), T&E Cards, or Virtual Cards. The Client is responsible for the administration of individual cards. The aggregate balance at the end of the defined term is paid in full automatically from the connected WesBanco Account.
- 4. Processing and Management.**
  - a. **Application.** WesBanco will gather the relevant information from the Client to complete an application for a line of credit to support the projected monthly spend of the Client.
  - b. **Underwriting.** WesBanco will evaluate the request and either approve, decline, or provide alternative terms.
  - c. **Documentation.** The Client will execute a promissory note, corporate resolution and Commercial Credit Card Agreement in order to establish their Credit Card Account.
  - d. **Rebate and Other Documentation.** Upon completion of the aforementioned documentation, WesBanco will prepare a revised Schedule A to this agreement and provide to Client for execution.
  - e. **Management.** Changes to system configuration, rebate schedule, payment terms, or authorized users will be documented and executed using Schedule A.
- 5. Credit Modifications.** Changes to the amount will follow steps a, b, and c above.
- 6. Cardholder Administration.**
  - a. **Approval.** The approval of all individual cardholders is at the sole discretion of the Client and is managed by the Card Primary User.
  - b. **Limits.** Individual cardholder credit limits are configured by the Card Primary User. The aggregate limit set may not exceed the approved Client credit limit.
  - c. **Documentation.** The Client is solely responsible for providing the Cardholder Agreement and Visa Guide to Benefits as provided in Schedule E to individual cardholders.
- 7. Auto Payment Authorization**

- a. **Account Designation.** Client will designate an account for automatic payment in section XI of Schedule A. By executing Schedule A, the Client authorizes WesBanco to make the recurring transfer of funds to credit Client's Card Account with WesBanco.
  - b. **Transfer Date.** WesBanco will initiate a transfer on a "transfer date" in time for the Card Account to be credited on the scheduled payment date for full amount due. If a transfer date is a non-processing day for us then the transfer will be made on the first processing day before the scheduled transfer date.
- 8. Rebate Payout Authorization.** Client will designate an account for rebate payouts in section XI of Schedule A. By executing Schedule A, the Client authorizes WesBanco to credit the specified account on the rebate payout date specified on Schedule E.
- 9. Authorization.** By executing Schedule A, the Client authorizes the transfers described above and agree that the Authorization is governed by the terms and conditions included in this document. This Authorization is to remain in full force and effect until WesBanco has received written notification from The Client of its termination in such time and in such manner as to afford WesBanco a reasonable opportunity to act on it.

## Section XII. Integrated Payables Service

- 1. Access.** Integrated Payables is accessed through CashFlow Connect. The Primary User specified in Section I is responsible for the configuration of any other Authorized Users.
- 2. Availability.** Integrated Payables Service is available through CashFlow Connect at any time; but Data Files must be submitted in accordance with the timelines established in Schedule C. The timelines for Data File Submission must also take into account different payment methods and the established cut off times for each payment method contained in the Data File.
- 3. Overview.** Through the integrated payables service (the "Integrated Payables Service") WesBanco, in accordance with instructions and servicing guidelines contained in a service confirmation, will print and disburse checks, create and transmit ACH entries, initiate wire transfers, or initiate virtual card payments to the Client's designated payees. Details relating to the functionality of the Integrated Payables Service will be contained within the Integrated Payables Service User Guide. You authorize WesBanco to act as your agent for the payment types you initiate using the Integrated Payables Service. WesBanco is authorized to store, process, parse, format, generate, transmit, route and make available through the Bank's agencies, systems, third-party financial institutions and/or third-party service providers, payment files and records, information regarding accounts, and transactions designated by you.
- 4. Payment Processing.**
  - a. **Generally.** WesBanco will print and disburse a check, create and transmit an ACH entry, initiate a wire transfer, or initiate a virtual card transaction in U.S. Dollars for each payment entry (collectively the "Payment Data") contained on The Client's integrated payables Data File. Each Data File must comply with the formatting, technical, and delivery requirements set forth by WesBanco within the Integrated Payables Service User Guide, as may be amended from time to time. You understand and agree that if payments are made by wire or ACH transfer, different obligations and liabilities will apply than those which apply to checks or virtual cards. The Client is solely responsible for ensuring the Data File and all elements within it complies with the terms and

conditions governing the account on which the check is drawn, whether maintained at WesBanco or at another financial institution.

Remittance data included within The Client's Data File may be printed with the corresponding checks or made available at our designated website or by separate mailing for ACH, wire transfer, or virtual card payments to the payee at the address provided by The Client in the Data File.

- b. **Check Payments.** Each check within the Data File will be printed in accordance with the check's format specifications which are established within the Integrated Payables Service User Guide. Each check will be drawn on the account designated for in the payment entry for that check in The Client's Data File. The Client is solely responsible for ensuring that they have sufficient funds in the account on which a check is drawn. WesBanco will send checks by either first class mail or courier. If the Client elects to have checks sent by first class mail, WesBanco will send checks via the United States Postal Service, with appropriate postage paid. Any checks that The Client elects to have sent by courier will be available at a designated location, with shipping and delivery paid directly by The Client. The Client is responsible for any postage or courier expenses incurred by WesBanco and will be billed in accordance with the terms of this Agreement.

WesBanco will conduct the check-printing services specified herein in a secure location accessible only to authorized personnel to whom access is granted in accordance with their job responsibilities. Moreover, WesBanco will take commercially reasonable steps to: (1) prevent unauthorized use of your check and signature facsimile; and (2) preserve the confidentiality of your payment data while in the Bank's possession.

- c. **ACH Payments.** If The Client elects to have the payment for an Entry in the Data File made by ACH, The Client will be the originator of the ACH Entry that WesBanco creates from the Data File, whether such payment data is transmitted to WesBanco through file transfer protocol ("SFTP") or through CashFlow Connect. In order to elect ACH payments as part of the Integrated Payables Service, WesBanco must have agreed to provide The Client with ACH Origination Service. Each ACH Entry created in accordance with the integrated payables data file will be settled to one of the settlement accounts designated in Schedule A. Except as otherwise provided in section, the terms and conditions in Section III of this agreement will govern each Entry which, in accordance with The Client's integrated payables data file, WesBanco creates, formats and transmits to settle through ACH, including without limitation, those relating to exposure limits and delays or suspension of processing.
- d. **Wire Payments.** If The Client elects to have the payment for an entry in the Data File made by wire transfer, The Client will be the sender of the payment order that WesBanco will format from your Data File, whether such payment order is transmitted to WesBanco through SFTP or CashFlow Connect. In order to elect wire transfer payments as part of the Integrated Payables Service, WesBanco must have agreed to provide The Client wire transfer service. Except as otherwise provided in this section, the terms and conditions of Section IV will govern each payment order which, in



accordance with your integrated payables data file, WesBanco formats and transmits to settle through standard wire transfer processing systems.

- e. **Virtual Card Payments.** If The Client elects to have the payment for an entry in the Data File made by virtual card, The Client will be the payer of the payment order that WesBanco will initiate using information from the Data File, whether such payment order is transmitted to WesBanco through SFTP or CashFlow Connect. In order to elect virtual card payments as part of the Integrated Payables Service, all steps detailed in Section XI, subsection 4 must be followed. Configuration settings are detailed in Schedule A.
- f. **File Transmission.**
  - i. Client must transmit the Data File to WesBanco through the Integrated Payables portal accessible through CashFlow Connect or by using SFTP. The Client shall provide WesBanco with a sample Data File and corresponding file record layout prior to receiving access to the Integrated Payables Service. For all payment instructions transmitted to WesBanco using the Integrated Payables Service, files must conform to the sample Data File that Client provided to WesBanco, and that WesBanco approved. Failure to conform to the sample Data File will result in the payment request being rejected and a notice of such rejection will be sent to The Client by Integrated Payables Service.
  - ii. Payment data may not be processed, or processing may be delayed, if Client submits the Data File after the cut-off time as detailed in Schedule C for the relevant payment method. The Client understands and agrees that certain information and transactions are not processed by WesBanco until after the close of the Business Day and therefore such information and transactions may not be reported by the Integrated Payables Service until the next Business Day.
  - iii. If The Client wishes to make a change to the Data File (other than adding one or more payment entries), including changes in formatting or technical requirements, adding an account, or changing the settlement account for a payment entry, WesBanco must approve in advance the changes to the Data File. Additional fees may apply. If Client changes the Data File without WesBanco's advance permission, WesBanco reserves the right not to process the Data File.
  - iv. In the event WesBanco experiences difficulties receiving or accessing the Data Files, the parties shall cooperate with one another's efforts to access the payment data promptly. WesBanco will maintain a copy of all payment data as provided for in the reference materials.
  - v. Each time Client submits a Data File, WesBanco will notify Client by email when WesBanco receives the Data File. Client must access the appropriate page within CashFlow Connect's ZBusiness Portal and enter the control total, or may elect to transmit a separate control total file, as more specifically described below. Once The Client has submitted the control totals and confirmed the accuracy of the payment data, WesBanco will release your Data Files for processing.

- vi. All Data Files will remain suspended until released by Client. Client is responsible for payment Entries included in Data Files that are submitted and released for processing, even if any Entries are a duplicate of another Entry or otherwise is submitted in error. Client agrees that Data Files released for processing will be deemed to be authorized by Client in the event of any dispute regarding a Data File or payment Entry in a Data File. For files sent using SFTP, Client must provide WesBanco with all IP addresses from which files will be sent and must agree to update these IP addresses when changes are made, as WesBanco will recognize and process only files transmitted from an approved IP address.
- g. **Duplicates.** In the event WesBanco detects a duplicate Data File, WesBanco is hereby authorized to automatically suspend processing such duplicate Data File until further instruction from The Client. WesBanco will notify The Client of such detected duplicate Data Files. However, the foregoing shall not impose on the Bank any responsibility to detect duplicate Data Files. For every Data File that is submitted to the Bank through the Integrated Payables Service, the system will automatically perform duplicate Data File checking. The system will compare the submitted Data File with all past Data Files processed for The Client to check for any possible matches based on the total dollar amount and the total number of payment records in the Data File. If a match is detected, processing of the submitted Data File is automatically suspended. WesBanco will visually inspect both the submitted Data File and the matching duplicate Data File to verify if the payment records in the two files are truly identical. WesBanco will review the payee names, payment numbers, payment amounts, and payment dates in both Data Files. Once the review has been completed, if the submitted Data File is not identical to the previously processed matching Data Files, the Data File will be released for processing. In the event that the submitted Data File is a duplicate file, WesBanco will contact The Client and inquire if the Data File should be released or cancelled out of the system. WesBanco reserves the right to make reasonable changes to the duplicate Data File checking process.
- h. **Cancellation Instructions.** WesBanco has no obligation to honor or process any request to cancel the processing of any payment data, to amend any payment data, to pull from disbursement a printed check, or cancel any ACH, virtual card, or wire transfer file created, in accordance with your Data File and instructions reflected in a service confirmation and/or ancillary implementation agreement. As an accommodation to The Client, however, WesBanco will use good faith efforts to attempt to honor a request to cancel the processing of a Data File or a payment entry in a Data File or pull a printed check from disbursement, if the request complies with the cancellation security procedures as defined in the reference materials and WesBanco receives the request at a time and in a manner that allows for a reasonable opportunity to act on it prior to printing or disbursing any checks or prior to creating or transmitting any ACH, virtual card, or wire transfer entry. WesBanco is not liable if WesBanco is unable to honor the request to cancel such processing. The Client agrees to reimburse WesBanco for any expenses we may incur in attempting to honor any such requests.
- i. **Security Procedures.** In addition to the security procedures contained in Section I, and the particular service terms applicable to the method of payment, The Client agrees to

comply with the following security procedures in using the Integrated Payables Service and agrees that these security procedures are commercially reasonable.

- i. **Control Totals.** Each time The Client submits a Data File, WesBanco will notify the Client by email when WesBanco receives the Data File. The Client must access the Integrated Payables customer portal through CashFlow Connect, as more specifically described in the Integrated Payables Service Schedule reference materials, and verify the number of entries and the aggregate dollar amount of all entries (the "control totals"). If The Client elects to use the Straight Through Processing option through SFTP, The Client will submit a separate file with the control total, rather than keying the control total in the Integrated Payables customer portal.
- j. **Risk of Delivery.** WesBanco shall have no responsibility for any checks once delivered to the United States Postal Service or a courier. The Client assumes all risks associated with delays caused by complications arising in the transmission of the Data Files and delays in postal service or courier service, except when such delays are caused by the WesBanco's failure to provide the checks by the delivery time or to transmit an ACH entry by the appropriate ACH processing cutoff time, to transmit a wire transfer entry by the appropriate wire transfer processing cutoff time, or to process a virtual card transaction by the appropriate cutoff time, provided The Client submitted the payment data for such payments to WesBanco in a timely manner. Cutoff times for each payment method will be disclosed to you in Schedule C.
- k. **Creation of Issue File for Positive Pay or Account Reconciliation.** The Client may elect for the printed check information included in the Data File to be used by WesBanco to create an Issued Items file to be used in connection with Positive Pay. If The Client makes this election, WesBanco must have agreed to provide The Client with the applicable Positive Pay Service. The Client's use of Positive Pay is subject to the service terms associated with the Positive Pay service as described in Section V of this Agreement.
- l. **Vendor Enrollment Service.** The Client may elect to receive additional vendor registration assistance services (the "Vendor Enrollment Service") for use in connection with the Integrated Payables Service. The purpose of the Vendor Enrollment Service is to register The Client's vendors to support payments by ACH or virtual card. By using the Vendor Enrollment Service, The Client acknowledges that they have reviewed the information contained in the Integrated Payables Service Schedule and that The Client agrees to any service terms presented to you within the Vendor Enrollment Service or the Integrated Payables Service and agree that such terms are hereby incorporated by reference. WesBanco will assist The Client in registering vendors for accepting the following types of payments. WesBanco reserves the right to limit the number of vendors included in the Vendor Enrollment Service. WesBanco will provide The Client the period during which WesBanco will provide the Vendor Enrollment Service. Upon receipt of the vendor registration file that includes all the information requested by WesBanco for the Vendor Enrollment Service, WesBanco will contact each vendor contact person using the name and telephone number provided by The Client. WesBanco will make at least two attempts to reach the appropriate department and individual based upon the information provided or that WesBanco obtained directly from the vendor or by doing a basic internet search for the vendor during the Vendor Enrollment Service period.

- i. **ACH Vendor Registration Assistance Services.** If The Client selects or uses the ACH Vendor Enrollment Service, WesBanco will implement a campaign to migrate designated vendors from receiving payments by check to receiving payments by ACH. The Client shall provide WesBanco with a list of designated vendors with complete, accurate, and updated contact information for each vendor. WesBanco shall have no responsibility or liability for any incompleteness, inaccuracy, or out of date vendor contact information. The Client authorizes the Bank to contact vendors in furtherance of this ACH payment migration campaign. The Client authorizes the Bank to automatically convert check payment instructions to ACH instructions for registered vendors.
- ii. **Virtual Card Vendor Registration Assistance Services.** If The Client selects or uses the Card Vendor Enrollment Service, WesBanco will implement a campaign to migrate designated vendors from receiving payments by check to receiving payments by virtual card. The Client authorizes WesBanco to contact vendors in furtherance of this virtual card payment migration campaign. The Client shall provide complete and updated contact information for each vendor in the vendor registration file. WesBanco must be able to rely solely on the vendor contact name and phone number information that you provide. If, however, incomplete or outdated vendor contact information is provided by The Client, the Bank may, at its discretion, attempt to: (a) take steps to contact the vendor to determine on your behalf the department and individual who is to receive payment information; or (b) identify the appropriate department and individual by conducting a basic internet search. The Client must provide WesBanco with advance notice of intent to terminate any agreements related to your cards with WesBanco. Upon termination of any of your card agreements, WesBanco will work with The Client to evaluate alternative payment types for the affected vendors.

WesBanco will provide The Client with confirmation periodically of each vendor's status to receive payment by ACH and/or card. WesBanco does not guarantee that any vendor will accept payment by ACH and/or card. If a vendor agrees to receive payments from The Client via ACH and/or card: (i) for ACH transactions, vendor will register and provide an account number and routing instructions using the Integrated Payables portal; (ii) for single-use virtual card transactions, vendor will register and receive card account information using the Integrated Payables portal; (iii) for assigned card transactions, vendor will register using the Integrated Payables portal. WesBanco will provide the vendor with a card account number, expiration date and card verification code. By authorizing a card payment, The Client agrees that the payment information is correct. If for any reason the vendor is unable to use that payment information provided by the Bank to receive payment, Bank assumes no liability. The vendor must contact The Client directly for error resolution.

Notwithstanding anything in this Agreement to the contrary, WesBanco assumes no liability for any errors in vendor registration if: (i) vendor registration is conducted by anyone other than WesBanco; or (ii) registration information and payment information is

validated by The Client. WesBanco assumes no liability for The Client's actions or the actions of the vendor.

### Section XIII. Integrated Receivables Service

1. **Access.** Integrated Receivables is accessed through CashFlow Connect. The Primary User specified in Section I is responsible for the configuration of any other Authorized User within the system.
2. **Availability.** Integrated Receivables Service is available through CashFlow Connect at any time. The receipt of consolidated data images is based on the schedule for each incoming payment type.
3. **Overview.** The Integrated Receivables Service ("Integrated Receivables Service") consolidates data, images and information from various incoming payment and depository services offered WesBanco into a central online repository for customer access, storage and analysis. Payment Reassociation is an optional enhancement designed to provide straight-through-processing (STP) for receivables by automatically matching incoming electronic and paper payments to open invoice remittance details from The Client's accounts receivables (A/R) system and paying customer remittance emails.
4. **Payment Channels.** A "Payment Channel" is the underlying Service or other means that: (a) The Client uses to receive payments and/or other deposits to a designated account(s), such as ACH, wire transfer or lockbox; and/or (b) WesBanco uses to obtain the data, images and information about such payments and/or other deposits, which WesBanco makes available to The Client through the Integrated Receivables Service. The Client's Payment Channels shall be selected in the Implementation Agreement and/or Separate Agreement(s). WesBanco may, from time to time, make available additional Payment Channels which the Client may request by contacting a Treasury Management Sales Officer and executing a revised Schedule A.
5. **System Functionality.** The Integrated Receivables Service provides The Client with access to a central online repository, archive, and integration point for Payment Channel data, images and information. The Integrated Receivables Service connects Payment Channels and allows consolidation, reporting and online decisioning capabilities for Customer's receivables associated with such selected Payment Channel(s). Specific features and functionality of Customer's Integrated Receivables Service shall be agreed to by Bank and Customer in the Implementation Documents for the Integrated Receivables Service. All data, images and information reported through the Integrated Receivables Service are reported after such data, images and information are captured through the Payment Channel after final settlement of the incoming payment.
6. **Data Consolidation.** The Integrated Receivables Service will aggregate data from the Payment Channels selected by The Client in the Schedule A for the Integrated Receivables Service.
7. **Automation.** The Integrated Receivables Service will enable the automation of payment posting and The Client payment decision workflows for research and action.
8. **Data Storage.** The Integrated Receivables Service will enable The Client to retrieve data, images, and information for the duration of the retention period defined on Schedule A. WesBanco shall have no obligation to retain data, images and/or information beyond the agreed upon retention period.

- 9. Data Retrieval.** The Client can search and view data and images, create reports, and download images and data.
- 10. Reports.** The Client may run such other reports as are described in the User Guide for the Integrated Receivables Service.