

SWEDBANK CASHSERVICES

TERMS AND CONDITIONS

THIS IS AN IMPORTANT LEGAL DOCUMENT, PLEASE CONSULT YOUR LEGAL ADVISOR BEFORE SIGNING

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## SWEDBANK CASHSERVICES

### Introduction

Swedbank AB, New York Branch (“**Swedbank**”) is pleased to provide you with our cash service solutions in co-operation with our third party supplier. As a Swedbank CashServices customer, you are important to us. Therefore, our goal is to design and deliver Swedbank CashServices that meet your cash management needs. You can choose from a variety of services designed to enhance your cash flow. Our services can help you concentrate both the collection and disbursement of funds so that available funds can be quickly identified and used by you. If you maintain several accounts, our services make it possible to coordinate those operating accounts with a single master account to consolidate available funds.

### Terms and Conditions

The General Terms and Conditions apply to the Swedbank CashServices we provide. They govern activity in your accounts as well as the delivery of specific individual services agreed from time to time, including for example Automatic Investment, Collection and Disbursement, Electronic Services and Lockbox. In addition to the General Terms and Conditions, Additional Terms and Conditions apply to each category of service and to individual services selected by you and agreed by us. The General terms and Conditions and the Additional Terms and Conditions are jointly referred to as the “**Terms and Conditions**”.

### Third party provider

#### Contractual relationship

We have entered into an agreement with an independent third party provider to provide these services (the “**Provider**”). Your contractual relationship is with us, and not the Provider. The Provider shall be a beneficiary to these Terms and Conditions, however you shall not acquire any rights under our agreement with the Provider. You appoint Swedbank as your agent and attorney-in-fact with regard to obtaining services for you from our Provider.

### Standard of Care and Limited Damages

We will follow these Terms and Conditions in delivering Swedbank CashServices to you in good faith and without gross negligence. We will also comply with additional requirements of applicable law to the extent they are not varied by these Terms and Conditions. As described more fully in the General Terms and Conditions, our liability is limited to direct damages only.

### Acceptance

By using or continuing to use any Swedbank CashServices, you accept and agree to be bound by the Terms and Conditions applicable to accounts and the services you choose or may choose in the future. We may change any of the Terms and Conditions upon 30 days written notice to you. You acknowledge your acceptance of those changes by continuing to use Swedbank CashServices.

## SWEDBANK CASHSERVICES GENERAL TERMS AND CONDITIONS

### Definitions

The following definitions apply in addition to the definitions made on the introductory pages:

As used in the Terms and Conditions "**we**", "**our**", and "**us**" refer to Swedbank or the Provider and "**you**" and "**your**" refer to any entity that we agree to provide the services pursuant to the Terms and Conditions. We are acting as your "**agent**" which means that we are acting as your agent with regard to the provision of Swedbank CashServices in accordance with the Terms and Conditions. As your agent, you grant to Swedbank the right to manage your Accounts and Services in accordance with your instructions.

**Account** and **Accounts** means, unless otherwise provided, all present and future deposit accounts of the Organization with Swedbank or the Provider.

**ACH entry** refers to a credit entry or a debit entry made through an established ACH network.

**ACH network** means an Automated Clearing House network that electronically transfers funds between banks.

**Affiliates** includes any entity that controls, is controlled by, or is under common control with another entity.

**Authorized individual** means a person you have designated to authorize actions for you.

**Available funds and available balance** means the funds available for withdrawal from an Account as determined by the Provider's Corporate Funds Availability Policy Disclosure (available upon request).

**Banking day** means the part of a day upon which Swedbank and/or the Provider are open for the conduct of the relevant Swedbank CashService function.

**CashServices-web** means the Internet based service where you can electronically receive information about your Account activity and initiate certain electronic transactions. The service consists of information reporting, transaction initiation and instruction entry services supporting your Accounts.

**ET** means the prevailing Eastern Time.

**Facsimile signature** refers to any method used by you to indicate written approval other than a manual signature of a natural person's name made by that person, but without regard to color variations. The phrase includes (but is not limited to) the use of signature stamps or plates, computer generated symbols and signatures produced by digital or other electronic means.

**Including** means **including without limitation** and is intended to introduce some, but not all, examples.

**MICR** means magnetic ink character recognition.

**NACHA Rules** means the rules issued by the National Automated Clearing House Association as amended from time to time.

**On-U.s entry** means an entry from a Swedbank CashServices customer for credit or debit to an account that is also maintained with the Provider for the purposes of Swedbank CashServices. When the Provider receives an On-U.s entry, the Provider credits the receiver's account in the amount of the entry on the effective entry date or value date contained in the entry, if sufficient good, collected funds are available in the sender's account.

**Organization** means your divisions and subsidiaries, if applicable.

**PIN** means personal identification number.

**Regulation CC** means Regulation CC of the Board of Governors of the Federal Reserve System as it may be supplemented or amended from time to time.

**Swedbank CashServices** means the different services specified by the General Terms and Conditions and the Additional Terms and Conditions, which services are accessible through CashServices-web.

**Terms and Conditions** means the General Terms and Conditions as supplemented by the Additional Terms and Conditions applicable to specific Swedbank CashServices you use, as they may change from time to time.

Words and phrases defined in the Uniform Commercial Code as in effect in Pennsylvania have the same meaning in these Terms and Conditions as therein.

### **Compliance with U.S. Anti-Money Laundering Laws**

You acknowledge that you understand that we have the responsibility to fulfill any compliance requirement or obligation that we may have with respect to all applicable U.S. federal and state laws, regulations, rulings, and other requirements relating to anti-money laundering or anti-terrorist financing, including but not limited to, the federal Bank Secrecy Act, the USA PATRIOT Act and any regulations of the U.S. Treasury Department to implement such Acts, as amended from time to time (collectively, the “**Anti-Money Laundering Laws**”). We have thus established a compliance program to ensure that we fulfill any compliance requirement or obligation under the Anti-Money Laundering Laws, including (i) a customer identification program, in compliance with 31 C.F.R. 103.121, as amended from time to time, and (ii) a program for identifying and reporting to the appropriate federal and state authority/ies/agency/ies any suspicious transactions and/or activities. You furthermore acknowledge that we may at any time,

and without giving you any notice, provide any information concerning you and your Affiliates to the Provider and any federal or state governmental agency or other authority under the Anti-Money Laundering Laws and that we under these laws we may be forced to cease processing, temporarily or permanently, the Swedbank CashServices (including the Accounts) in whole or in part if we are requested to do so by the Provider or such authorities or if we otherwise believe in good faith that you present an unacceptable risk to us under applicable money laundering, economic sanctions, terrorist financing or similar laws.

### **Compliance with certain other Legal Requirements**

You acknowledge that Swedbank and the Provider, in performing Swedbank CashServices, are subject to the requirement of compliance with laws and regulations enforced or administered by the U.S. Department of Treasury, Office of Foreign Asset Control (“**OFAC**”). You must not initiate any payment orders, entries and transactions that violate any laws of the United States. You represent that only lawful payment orders, entries and transactions will be originated with Swedbank and the Provider. Due to Swedbank’s and the Provider’s compliance with OFAC, we reserve the right to temporarily suspend processing of a payment order or transaction for enhanced compliance reviews which may result in a delay in settlement and/or availability.

You represent and warrant to Swedbank and the Provider that you and your Organization have and will continue to have all licenses and comply and will continue to comply with all formalities necessary for all payment orders, entries and the transactions to which such payment orders and entries are related and that you and your Organization are in compliance with all applicable domestic and foreign laws, orders and regulations (including, but not limited to, OFAC). At our request, you will provide Swedbank periodically with a certificate confirming your continued compliance with this section.

In the event that Swedbank or the Provider determine, in its respective sole discretion and which determination shall be conclusive, that performing any of the Swedbank CashServices could subject Swedbank or the Provider to any potential claim or violation of the OFAC regulations, Swedbank and the Provider may take any and all action required under the OFAC regulations in connection with such service including, without limitation, blocking or rejecting transactions and making any and all reports required under the OFAC regulations, and may immediately cease all performance with respect to any such service until such time as Swedbank or the Provider determines in its respective sole discretion that performance of such service would not be proscribed by the OFAC regulations. We shall notify you of any determination made hereunder (unless such notice is prohibited by OFAC regulations), which notice shall designate the Swedbank CashServices affected and the implicated provisions of the OFAC regulations; provided, however, that failure to so notify you shall not in any way require Swedbank or the Provider to perform any service or otherwise fail to comply with the OFAC regulations. We reserve the right to temporarily suspend processing of a transaction for enhanced compliance reviews which may result in a delay in settlement and/or availability. You shall hold Swedbank and the Provider harmless from any liability

whatsoever incurred by you in connection with a cessation of Swedbank CashServices under this section.

### **Authorized Individuals**

Depending on the types of Swedbank CashServices you choose, you need to designate people to authorize actions for you on forms that we provide. If you wish to change any information on a setup form or make changes to Authorized Individuals, contact Swedbank for the appropriate forms. We need a reasonable period of time to process the change.

You represent and warrant to us that we may rely on acts that purport to be authorized by those people you have designated on the set up forms. In our discretion, we may rely on acts that purport to have been authorized by people you previously authorized.

### **Authorized Actions**

If you authorize action, such as the payment of checks by facsimile signature, we may rely on a facsimile signature that resembles the appropriate facsimile signature specimen given by you to us and appears to have been made through an authorized medium, regardless of how the facsimile signature came to be placed on the item. We may rely on facsimile signatures even if they were placed on items without your knowledge or consent. We may pay items bearing a facsimile signature regardless of the persons to whom they are drawn or paid. You assume full responsibility for all payments made by us in good faith over any facsimile signature resembling, without regard to color variation, an appropriate specimen facsimile signature.

We may pay any item drawn on your Account and purported to be signed by the appropriate authorized signer or signers regardless to whom the item is drawn or paid. If you authorize action by any other form of communication such as telephone, CashServices-web or in person, or if an applicable security procedure calls for authorization by any form of communication, we can rely on persons identifying themselves by the designated form of communication as Authorized Individuals.

### **Taxpayer Identification Numbers**

You must provide us with your Taxpayer Identification Number and certify your reporting status by completing IRS Form W-9 for each deposit account you open, unless you meet the requirements for foreign depositors described below. If you fail to provide us with a properly completed and signed IRS Form W-9, we are required to backup withhold United States Income Tax at the then current rate from all interest paid or credited to your Account. For exceptions to these rules, we refer to the instructions for completing IRS Form W-9.

### **Foreign Depositors**

If you are a foreign entity or exempt foreign person, you must certify your foreign status by providing us with a properly completed and signed IRS Form W-8 for each Account you open. If you fail to provide us with a properly completed and signed IRS Form W-8, we might be forced to close the Account.

### **Deposits to/ Withdrawals from your Account**

Your Accounts may receive credit through the deposit of items, incoming wire transfers and ACH entries. Your Accounts may be debited through withdrawals such as checks, CashServices account adjustments and ACH entries. All deposits are accepted subject to our verification and final inspection. We may accept for deposit to your Account all items made payable or endorsed by you as payee regardless of whether those items bear your endorsement, subject to our verification and final inspection. You guarantee to Swedbank and the Provider the payment of all such deposited items.

We may refuse any deposit to an Account, limit the amount of any deposit, or return all or any part of a deposit to you without prior notice. We reserve the right to return any item that we receive for deposit to your Account if we decide not to handle that item. If we make this decision, we will send you a notice by the next Banking day after we receive the item.

### **Restrictions**

We may limit the aggregate dollar amount disbursed from or collected in an account on one or more Banking days. If you have directed collection and disbursement from an Account, we reserve the right, without notice, to restrict all or part of the disbursement pending final payment of the amounts being collected. If you have directed disbursement from an Account, we reserve the right, with or without notice, to require that sufficient available funds be deposited in the Account before a disbursement is made.

### **Rules and Regulations**

Depending on the particular funds transfer system we use to process debit entries and payment orders, you and we may be subject to the rules, regulations or bylaws governing that system except to the extent (as between both of us) they are modified by the Terms and Conditions.

### **Rejection or Delay**

We generally notify you by CashServices-web or other communication method mutually agreed upon, of any rejection or delay in processing a debit entry or payment order no later than the banking day following the banking day it would otherwise have been transmitted by us to the wire transfer network or the ACH system or, in the case of an On-Us entry, its effective entry date. We are not liable to you because of such rejection or delay or the fact that notice was not given at an earlier time.

### **Cutoff time**

We may treat any transaction occurring after a cutoff time or not during the Banking day to have occurred on our next Banking day. For example, if a deposit occurs after an applicable cutoff time or not during the Banking day, we may deem the deposit to have been deposited on our next Banking day after the day of receipt. We refer to the Provider's Corporate Funds Availability Policy Disclosure for specific cutoff times (available upon request). Your Account may be debited on the day an item is presented by electronic or other means, or at an earlier time based on notification received by us that an item drawn on your Account has been deposited for collection in another

financial institution. A determination of your Account balance for purposes of making a decision to dishonor an item for insufficiency of available funds may be made at any time between the receipt of such presentment or notice and the time of return of the item, and no more than one such determination need be made.

### **Available Funds**

The Provider's Corporate Funds Availability Policy Disclosure (available upon request), which is in compliance with Regulation CC's availability schedule and is subject to change without notice, describes when funds in your Account are made available to you. Cash and items that are deposited to an Account may not be immediately available for your withdrawal. Please review our availability schedules that apply to your Accounts.

### **Insufficient Funds and Returned Items**

An ordered transfer of funds may take the form of an item drawn on the Account, a withdrawal, a charge deducted from the Account, a wire transfer, an ACH entry, a transfer or payment made through CashServices-web or some other type of transaction. If an ordered transfer of funds from your Account is greater than that Account's available funds balance, we may choose either to refuse to make the transfer or to make the transfer and overdraw the Account.

The provision of Swedbank CashServices is not an extension of credit or a commitment to extend credit to you by any of us. If the available balance in the Account is less than the sum of all requested disbursements on any Banking day, we reserve the right not to overdraw the Account. While we may make efforts to apply available funds to individual items, we cannot warrant the order in which we may do so. Neither can we warrant that we will apply all available funds in such a situation. If you have authorized an ACH file containing individual payment orders and your Account has insufficient funds, we reserve the right to reject the entire file.

If any of your Accounts becomes overdrawn for any reason, you must make a deposit to the Accounts for the amount of the overdraft as soon as we notify you or you become aware of the overdraft. In connection with some Swedbank CashServices, we advise you of amounts required to fund your Account to cover all ordered transfers.

We may deduct the amount of an item deposited to your account from your account balance if we receive notice that the item has not been paid. You agree that we can notify you of the return as part of your account statement unless we have contracted with you otherwise.

We reserve the right to charge any of your Accounts if an item deposited to one of your Accounts is dishonored, returned or not paid even if we have not sent you notice of the dishonor, return or nonpayment. We also reserve the right to charge an unpaid item against your Account even if we could have made a claim for reimbursement on the item from the bank on which the item was drawn or from another bank. We may charge an item against an Account even if the charge results in an overdraft.

We may incur losses or expenses due to a delay in returning an unpaid item if the item's endorsement is obscured by other material on the back of the item. If you issue an item

with material (for example, a carbon band) on the back, you agree to indemnify us against any such losses and expenses including any finance charges, legal fees and court costs we may incur.

#### **Post-Dated, Stale-Dated Conditional Items**

Check processing is a highly automated service, and we use commercially reasonable efforts to process your items. We may, however, pay any item drawn on an Account even if one or more of the following are true: the item is dated after the date we pay it; the item is presented to us for payment more than 6 months after its date; a stop payment previously requested has expired; the item contains language that purports to make it void before the time it was paid; or the item contains other language that purports to establish conditions under which it may be paid.

#### **Stop Payment Requests**

You have these options in placing a stop payment on items drawn on your Accounts (except certified checks): telephone our Stop Payment Unit, make the request and confirm your request in writing; or use the CashServices-web stop payment service.

Any of your representatives may make or remove stop payment requests for your Account even if that person is not authorized to sign items drawn on the account. For any stop payment request, you must provide us with the complete and accurate account number, serial number (as it appears on the item's MICR line) and date, the name of the payee and the amount of the item.

We maintain various cutoff times depending on the service and/or method of communication for receiving stop payment orders. The time allowed for you to make stop payment orders cannot extend beyond the time we have under applicable law, regulations and rules to return the item or give notice of its dishonor or nonpayment. We are not bound by stop payment orders received after the item was paid. We require a reasonable period of time to make any stop payment request effective. If you use CashServices-web to issue a stop payment order on a Banking day before our cutoff time, we can give effect to it the same Banking day. For non-CashServices-web stop payment orders, received after the applicable cut off time, "reasonable time" means at least until the Banking day after the Banking day on which we receive the request.

#### **Reliance on Provided Numbers – Description Errors**

We and other banks rely on numbers provided to us to identify intermediary banks, beneficiary banks or the beneficiary of a payment order even if those numbers are wrong and identify a bank or beneficiary different from the named beneficiary or bank. Examples of numbers identifying banks are Fedwire numbers, CHIPS UID numbers, account numbers, transit routing numbers and BICs.

**Statements**

We will issue account statements for each of your Accounts through CashServices-web, or upon separate agreement to the latest address shown on our records. Please note that additional fees may apply for mailed statements. Please notify us promptly of any errors in an account statement. This review should not be longer than the applicable time noted on the statement but never longer than 60 days from the statement date.

**Fees**

Charges for Swedbank CashServices are shown on your account analysis statement and we will notify you at least 30 days before changing our fees. We charge your Account for the amount of the fees. Fees are debited from your Account on the date specified in the monthly invoice. A pricing proforma will be provided to include proposed service fees and other fees such as implementation and early termination fees. Additional reports or optional features of services may require additional fees. For details, contact your Swedbank Representative.

**Certain Rights**

In opening an Account, you grant to Swedbank and the Provider a security interest in any balance in your Accounts (where applicable) to secure the payment of any of your indebtedness to us, whether due or to become due. We can offset any such balance against any such indebtedness even if the indebtedness is related to the operation of an Account other than the one debited. For example, we may charge one of your Accounts if another has insufficient funds.

Swedbank and the Provider may also apply any balance in an Account reported on the summary portion of your account analysis statement to any overdraft in any other Account that is also reported on that summary statement. Accounts reported in this manner are Accounts that have been affiliated for purposes of computing service charges and earnings allowances. By opening an Account, you grant us a security interest in such account balances to secure overdrafts.

**Assignment**

The agreement formed by your acceptance of these Terms and Conditions through your use of Swedbank CashServices shall benefit and be binding on your successors and assigns. You may not, however, assign your accounts or your access to Swedbank CashServices without our consent. Accounts are not transferable except on our books. Swedbank and the Provider may designate or contract with any of its Affiliates or independent third parties to provide Swedbank CashServices under the Terms and Conditions without giving you notice.

**Notices**

We can require advance notice for closing an Account. Unless we specify otherwise, we can send and receive a notice in writing, by telephone or fax (or comparable transmission) or via CashServices-web. All written notices are effective three days after mailing (postage prepaid) and immediately on personal delivery, fax (or comparable transmission) with receiver's acknowledgement of receipt (disregarding auto generated replies) or via CashServices-web. You may designate an address for receipt of notices.

Contact your Swedbank Representative for instructions when sending a notice to Swedbank and/or the Provider.

## **Disclaimer**

WE MAKE NO REPRESENTATIONS OR WARRANTIES WITH REGARD TO THE SWEDBANK CASHSERVICES SYSTEM OR CASHSERVICES-WEB WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY AND LACK OF VIRUSES. WE DO NOT WARRANT THAT THE SERVICE IS ERROR FREE NOR DO WE WARRANT THE RESULTS OBTAINED FROM THE SWEDBANK CASHSERVICES. WE ARE NOT RESPONSIBLE FOR ANY DAMAGE OR LOSS ARISING FROM THE USE OF THE SWEDBANK CASHSERVICES SERVICE OR CASHSERVICES-WEB UNLESS CAUSED BY OUR BREACH OF THE STANDARD OF CARE.

## **ACH Entries**

Your Accounts may be credited by another party issuing an ACH credit entry or they may be debited by another party issuing an ACH debit entry. ACH credits are provisional until we receive final settlement. In the event that we do not receive final settlement or payment for any of these credits, we will charge the amount of any credit for which we did not receive final settlement or payment against your Account. We reserve the right, however, to charge any of your Accounts if adequate funds are not available in the Account we initially credited. Entries appear on CashServices-web or as part of your account statement.

## **ACH Payment Approval Service**

You may instruct us to attempt to return certain ACH entries provided your request complies with NACHA Rules. Through the ACH Payment Approval Service you can block your account so that no ACH debits or credits can be made to your account. If you give us instructions to block your account, we will attempt to return to the originating bank all ACH debits and credits received for your applicable Account. We need a reasonable period of time to implement your blocking instructions. If you give us instructions to authorize an ACH entry, we may find that we need to return it for a reason like insufficient funds. Your Swedbank CashServices Representative can help you evaluate the ACH Payment Approval Service.

## **Incoming Wire Transfers**

Your Accounts may receive credit through an incoming wire transfer. You can contract with us to receive notice of an incoming wire transfer; otherwise, you waive any right to receive notice of the receipt of an incoming wire transfer. An authorized person may instruct us about incoming wire transfers. Those instructions may be to return payment and debit your Account in the amount of the incoming wire transfer or to authorize us to convert a payment from a foreign currency into U.S. dollars. Contact your Swedbank CashServices Representative if you want to receive notice of incoming wire transfers.

## **Security Procedures/ Devices/ Passwords**

We are concerned about security in sending and receiving information as part of Swedbank CashServices. You will be provided a password, security code, and identification number to gain access to Cash Services-web. If you use a password, PIN,

token test key or other security device or identifier in connection with CashServices-web, you are responsible for the safekeeping of that security device or identifier. We recommend that you change your password periodically. Strictly maintain the confidentiality of the procedure you choose. Do not disclose your security device or identifier to anyone. Do not allow any third party to gain access to Cash Services-web and do not use Cash Services-web for the benefit of any third party unless you are explicitly authorized by us to do so.

You will be responsible for the confidentiality and use of the user-IDs and passwords assigned by the Provider. You agree to notify both Swedbank and the Provider immediately if you become aware of: (i) any loss or theft of your user-ID and/or password; or (ii) any unauthorized use of your user-ID and/or password and/or any information accessible through CashServices-web.

We may cancel any user ID/password if we have reason to suspect improper use. Prior to cancellation, we shall confer with you, unless in our reasonable opinion it would be impracticable or imprudent to do so.

A security procedure must be selected if payments are to be directed to us for us to follow in attempting to verify that payment orders (wire transfers and ACH credit entries originated) and debit entries issued to us in your name are yours. If you initiate payment orders you must select a security procedure. We give you a list of available security procedures and indicate the ones we recommend as commercially reasonable. We may withdraw our recommendations or recommend additional security procedures, from time to time upon notice to you. If we change our recommendations, we make every effort to give you 30 days to reassess your security procedure. You are bound by any payment order (wire transfer and credit entry) or debit entry, whether or not authorized by you, issued in your name, and accepted by Swedbank or the Provider (if payment orders are initiated directly to the Provider) in good faith in compliance with the security procedure that you have selected.

The purpose of the security procedure is not to detect errors in the content of a payment order or debit entry transmitted by you. The fact that following the security procedure might have had the unintended consequence of detecting a mistake does not impose a duty on us.

### **Limited Liability**

If we fail to meet our standard of care, we are only liable to you for your actual damages directly caused by our failure to provide Swedbank CashServices in accordance with our standard of care. **We are in no event, however, liable for any indirect, special, incidental (except as may be required by law) consequential or punitive damages or attorneys' fees.** Our charges for providing Swedbank CashServices are unrelated to the value of your business or the potential for indirect, special, incidental, consequential or punitive damages even if we know of the possibility of such damages. We are not liable for failing to act sooner than required by these Terms and Conditions or applicable law. We also have no liability for failing to take action if we had discretion not to act. We are not responsible for your acts or omissions or those of any other person (including any Federal Reserve Bank, transmission or communications facility, any receiver or receiving

depository financial institution or any bank you use) and no such person shall be considered our agent.

### **Indemnification**

In providing Swedbank CashServices, Swedbank and the Provider rely on your representations and warranties. We also rely on your performance of your duties under these Terms and Conditions. You hold us harmless and indemnify us from any and all liabilities, losses, claims or damages, including reasonable attorneys' fees, we incur (1) if you make a false representation or breach a warranty, (2) if you fail to perform your obligations under these Terms and Conditions, any specific instructions by us and applicable law, rules and regulations or (3) as a result of our performance of Swedbank CashServices for you in good faith and without negligence. You release us from any claims arising, directly or indirectly, from our compliance with these Terms and Conditions, including our exercise of rights under these Terms and Conditions or applicable law and rules. You agree to hold the Provider harmless and indemnify them from any and all liabilities, losses, claims or damages, including reasonable attorneys' fees, they incur in connection with any claim or cause of action.

### **Waiver and release of the Provider**

You agree that the Provider is not obligated in any way to perform or refrain from performing under these Terms and Conditions, and is not obligated to verify or confirm the propriety or correctness of any action or omission of either Swedbank or you, including, but not limited to the propriety or correctness of any instruction given by Swedbank or you under these Terms and Conditions. You waive and release the Provider from any claims or causes of action you might otherwise have against the Provider relating to the Provider's provision of the Services under these Terms and Conditions, including but not limited to claims or causes of action for wrongful dishonor of checks presented against the Account(s).

### **Force Majeure, Acts of God**

To the maximum extent permitted by law, we are not liable for inability to perform, delays, interruptions of service agencies or damages of any kind caused by acts of God, war, civil commotion, governmental action, fire, explosions, terrorist acts, strikes, other industrial disturbances, equipment malfunction, delay by third parties, unusually severe weather conditions or other events or circumstances beyond our reasonable control.

### **Sharing Account Information**

By opening an account with us, you authorize Swedbank and the Provider to make inquiries to reporting agencies and financial institutions to obtain and verify information concerning your deposit account experience. You also authorize us to share information concerning your accounts with our affiliates and their agents and others requesting that we verify the existence and nature of your deposit accounts with us and our experience concerning your management of those accounts on a "need to know" basis.

### **Confidentiality**

We agree that all customer information you provide to us or to which we have access in the course of providing Swedbank CashServices to you, including but not limited to names, addresses, telephone numbers, account numbers, customer lists, personal data,

and demographic, financial, and transaction information ("**Customer Information**"), shall remain confidential. We agree not to use the Customer Information for any purpose other than as required for the performance of Swedbank's and the Provider's obligations with regard to the Services, and we agree not to duplicate or incorporate the Customer Information into Swedbank's or the Provider's records or databases other than is necessary to provide the Services or as required by law or other applicable rules and regulations. Any dissemination of the Customer Information within Swedbank's business entities and the Provider shall be on a "need to know" basis for the sole purpose of the performance of the Services or as required by court order or for regulatory purposes.

We agree to maintain appropriate measures designed to ensure the security and confidentiality of your Customer Information, protect against reasonably foreseeable threats or hazards to the security or integrity of such information, and protect against unauthorized access to or use of such information. Such measures include, as appropriate, the establishment and maintenance of policies, procedures, and technical, physical, and administrative safeguards.

You understand and agree that the dissemination of Customer Information within Swedbank's and the Provider's global financial organization, including to affiliates, subsidiaries or unaffiliated service providers, may occur for the purpose of providing the Swedbank CashServices or for regulatory requirements. You further understand and agree that we may centralize in one or more affiliates, subsidiaries or unaffiliated service providers certain activities, including audit, accounting, administration, risk management, legal, compliance, sales, marketing, relationship management, and the storage, maintenance, aggregation, processing and analysis of Customer Information. You hereby consent and authorize such disclosure and use pursuant hereto, including to unaffiliated service providers who are required to maintain the confidentiality of such information, as well as to governmental and regulatory authorities in jurisdictions where Swedbank or the Provider operate or as otherwise required by law. We hereby confirm that any such dissemination or outsourcing, or your consent thereto, shall not in any way limit our responsibility or undertakings to you in these Terms and Conditions or as otherwise specifically agreed by Swedbank and the Provider in writing. To the extent that Customer Information includes personal data encompassed by relevant data protection legislation applicable to you, you represent and warrant that you are authorized to provide the foregoing consents and authorizations and that the disclosure to us will comply with the relevant data protection legislation.

### **Governing Law**

These Terms and Conditions are governed by the laws of the United States and the laws of the State of New York. Any dispute controversy or claim arising out of or in relation to these Terms and Conditions shall be settled by the courts in the State of New York in the Borough of Manhattan.

### **Waiver of Trial by Jury**

**Each party hereby agrees not to elect a trial by jury of any issue triable of right by jury, and waives any right to trial by jury fully to the extent that any such right shall now or hereafter exist in any action arising out of or relating to these Terms and Conditions or any issue, claim or action otherwise arising in connection with Swedbank CashServices. This waiver of right to trial by jury is given knowingly and voluntarily and is intended to encompass individually each instance and each issue as to which the right to trial by jury would otherwise accrue.**

### **Cancellation**

Swedbank CashServices can be canceled by you or Swedbank on 30 days written notice from an authorized individual. If cause exists, however, cancellation can occur immediately. Upon cancellation, we may close your accounts. Obligations under these Terms and Conditions to indemnify, hold harmless and pay amounts owed shall survive cancellation of the Swedbank CashServices Service.

### **Miscellaneous**

Whenever possible, each provision of the Terms and Conditions will be interpreted as valid under applicable law, but if any provision is held to be invalid, that provision will be ineffective only to the extent of such invalidity. The rest of the Terms and Conditions will be valid. These Terms and Conditions and Set Up Forms, where applicable, supersede any prior agreements or representations relating to Swedbank CashServices. No amendment or waiver will be effective unless evidenced in writing and signed by Swedbank. We maintain policies and procedures, including cutoff times, that may affect the operation of your Accounts and the delivery of Swedbank CashServices. Contact your Swedbank Representative for more details.

### **Waivers**

No delay or omission by Swedbank in exercising any rights or remedies under these Terms and Conditions will impair such right or remedy or be construed as a waiver of any such right or remedy. If we exercise any right or remedy, in whole or in part, that exercise will not prevent Swedbank from any further or future exercise of such right or remedy or any other right or remedy. No waiver will be valid unless we have signed such waiver.

### **Swedbank Representative**

Contact your Swedbank Representative for the forms required to open an Account, for a copy of our Corporate Funds Availability Policy or for any other information you need. When you need to change an authorization or send Swedbank any other notice, contact your Swedbank Representative for additional information.

### **Virtual currencies**

**Please note that Swedbank do not operate with or accept any virtual currencies, such as Bitcoin, and by accepting these Terms and Conditions you confirm that you as a company do not accept any such virtual currencies in your operations.**

**SWEDBANK CASHSERVICES  
ADDITIONAL TERMS AND CONDITIONS  
FOR  
AUTOMATIC INVESTMENT SERVICE**

**Introduction**

**Definitions**

- "AIS" Automatic Investment Service (the "AIS Service"). AIS Service allows you to invest excess funds in your Sweep Account automatically.
- "AIS Hotline"- Our staff of operators to service you telephone requests regarding the Automatic Investment Service.
- "Banking day"- A business day of the Provider.
- "Investment Minimum"-The lowest allowable amount of excess funds that can be swept into the Investment Option on any Banking day and as separately agreed.
- "Investment Option" - The specific option offered by us, and is subject to change. Specific minimum amounts are separately agreed.
- "Omnibus Account"- The Provider account which maintains records of investments made with excess funds from your Sweep Account and holds funds pending investment or return to the Sweep Account.
- "Set Up Form"- Form used to indicate specific details and service selections, as agreed from time to time, regarding the AIS Service.
- "Sweep Account"- Your account with the Provider that is the designated account for the AIS Service.
- "Sweep Time"- The time for sweeping an Account as set out in the Set Up Form or as otherwise separately agreed.
- "Target Balance" - The amount of funds designated to remain in the Sweep Account. This amount is initially established on the Set Up Form and can subsequently be changed by written instructions, subject to our approval .

**Investment/Disinvestment of Net Excess/Deficient Funds**

The AIS Service will be activated once the Provider has received the Set Up Form and confirmed all steps has been taken to implement the service. Each Banking day any "net excess" over the Target Balance will be transferred in \$1000 increments from the Sweep Account to the Omnibus Account for investment in the Investment Option. If on any Banking day, a Sweep Account shows a "net deficit" position, we will redeem or sell investments in the applicable Investment Option and transfer these funds in \$1000 increments to the Sweep Account in order to restore

at least the Target Balance. Each Banking day, at the applicable time designated for the Investment Option, the anticipated "net excess or deficit" position for the Sweep Account will be calculated based on the Sweep Account Balance, adjusted for anticipated disbursement and anticipated receipts.

Generally, only available funds received by us on or before the time designated for the Investment Option will be credited to the net balance of the Sweep Account for purposes of calculating the "net excess or deficit".

All investments in Investment Options are subject to the specifics agreed in the Set Up Form. Changes in your instructions may require up to three Banking days before they are implemented.

### **Limitations on Responsibility**

In determining the "net excess or deficit" in the Sweep Account on any Banking day or the manner in which any such "net excess" is to be invested on such day, the Provider and Swedbank may, in its sole discretion, consider any transactions occurring in the Sweep Account subsequent to the Sweep Time designated on such day or any investment or payment instructions received from you subsequent to such time. Without limiting the foregoing, if the instructions or any transactions result in an overdraft to the Sweep Account, you will be responsible for the overdraft, and must fund the Sweep Account immediately and may be liable to the Provider and Swedbank for fees, interest, and other charges.

In the event that on any Banking day the "net excess" in any Sweep Account is less than the Investment Minimum amount permitted to be invested under the Investment Option, neither the Provider nor Swedbank will be required to invest such "net excess".

The Provider will not be deemed to have knowledge concerning the change in status or designation including account number, or any account that will affect the Sweep Account, until notified of such change in writing.

Neither the Provider nor Swedbank shall be liable for any loss incurred for failure to give prompt notice to you of any situation which will or may require the enforcement or exercise of any of the rights or privileges pertaining to any Investment Option.

### **Custodian and Agent Obligations**

When we invest for you in the Investment Option or otherwise carry out the purposes of these Terms and Conditions, we do so as your agent and attorney-in-fact. You are the principal or owner of the investment and our role is to follow your instructions. As to any third party, these Terms and Conditions shall constitute full authority for us to act for you in respect to all matters requiring your directions or consent, without any duty upon such third party to inquire concerning the existence of such direction or consent.

Unless otherwise directed by you, the Provider may hold your assets in the name of the Provider or its nominee, in bearer form, in book-entry form, or in a clearinghouse or depository.

## **Distribution of Earnings; Reports**

Earnings on amounts invested in the Investment Option will be distributed to you by credit to the Sweep Accounts on a daily basis. In addition, we will distribute to you a monthly report of each day's balance in the Investment Option. You agree that we may confirm investments in the Investment Options to you on a monthly basis and you waive any right under current law to receive more frequent confirmations.

## **Investment Option – Eurodollar Deposits**

Eurodollar Deposits are deposits of the Cayman Islands branch of The Bank of New York Mellon and are subject to the laws of the Cayman Islands. These deposits are not insured by the FDIC and are not guaranteed in any way by the United States Government or any agency thereof.

We do not make any recommendation, representations, or guarantees concerning the performance of the Investment Option or its suitability to your or your Business Customer's needs or requirements.

When you select "Eurodollar Deposits" as the designated investment option, you are directing us, as the agent, to invest funds in an overnight U.S. dollar denominated deposit in the Cayman Islands Branch of The Bank of New York Mellon. The current Sweep Time is 6:02 p.m. ET and is subject to change with notice. The Investment Minimum is \$1,000.00. Eurodollar Deposits will bear interest at the adjustable rate, established by us at our sole discretion, based on the actual number of days outstanding and a 360 day year. That rate may be adjusted daily and may differ from the rate being paid by The Bank of New York Mellon on other Eurodollar Deposits on the same day. Your investments in Eurodollar Deposits receive daily distributions of earnings.

Eurodollar Deposits are payable only at The Bank of New York Mellon's Cayman Islands Branch and are subject to any withdrawal restrictions that may be imposed by the Cayman Islands government. Our obligation to act as your agent to transfer funds from the Eurodollar Deposits to the Sweep Account is subject to any such withdrawal restrictions and is not an independent promise to pay such amounts.

## **Sweep Disclosure**

You understand and agree that funds swept from your Sweep Account and invested in mutual funds, federal funds, or repurchase agreements are not held by Swedbank or the Provider, are therefore not deposits with any of us, and are not insured by the Federal Deposit Insurance Corporation ("FDIC"); accordingly, in the event the Provider is placed in receivership, you will not be a creditor of the Provider with respect to such swept funds as they will remain in the investment you have selected. It is possible that funds scheduled for a sweep to a mutual fund,

federal funds, or a repurchase agreement may not be swept from your Sweep Account on the day the Provider is placed in receivership; such funds not swept will remain in your Sweep Account, retain their status as deposits with the Provider, and be subject to FDIC insurance coverage and limitations.

Funds swept from your Sweep Account and invested in Eurodollar time deposits at the Provider's Cayman branch do not constitute deposits with the Provider and are not insured by the FDIC; accordingly, in the event the Provider is placed into receivership, you will be a general creditor of the Provider with respect to the funds that have been swept to Eurodollar time deposits with the Provider's Cayman branch.

**SWEDBANK CASHSERVICES  
ADDITIONAL TERMS AND CONDITIONS  
FOR  
COLLECTION AND DISBURSEMENT SERVICES**

**GENERAL**

**Introduction**

Our Collection and Disbursement Services provide you a variety of ways to maximize use of your funds by efficiently collecting and disbursing funds in your Accounts. Services like Zero Balance Account allow you to direct funds throughout your Organization as they are needed. Available funds can be collected in a single account when not needed, enabling you to use them more efficiently.

This section contains the Additional Terms and Conditions generally applicable to Swedbank CashServices Collection and Disbursement Services. You will also find in the description of each particular Collection and Disbursement Service further terms and conditions specific to that service.

**Initiating Services**

In order for you to use any of the Collection and Disbursement Services in these Additional Terms and Conditions, we must first follow our established procedure for setting up the service with you. Please contact your Swedbank Representative for instructions.

**Required Amount**

For many Collection and Disbursement Services, we tell you the amount (the **Required Amount**) you must provide to fund transactions on a particular Banking day. The Required Amount includes, but is not limited to:

- all checks presented against the applicable Account that Banking day;
- all checks presented against the applicable Account after the applicable cutoff time on the previous Banking day; less
- the amount we deducted that represents the amount of timely stop payment requests, returned checks or Positive Pay or Positive Payee returns made on the previous Banking day if the applicable Account was fully funded.

## 1. Check Issuance Service

### Introduction

With Check Issuance Service, you send us through agreed information channel electronic instructions to issue checks for your account. By the applicable cutoff time on a Banking day, we need you to tell us through such agreed information channel the name and address of each payee, the amount of the check and other information we may request (**Issuance Data**) for checks you wish to issue that Banking day or in the future. You appoint the Provider as your attorney-in-fact to draw and sign checks for you. You also authorize the Provider to delegate this power to an entity the Provider may designate from time to time to provide Check Issuance Service under these Terms and Conditions.

### Operation

Unless you through the agreed information channel instruct the Provider to issue checks at a later date, the Provider will issue the checks no later than the Banking day after it has received your instructions. Unless you designate on the setup forms to warehouse the checks, the Provider will place each one in an envelope and mail it per the instructions. You authorize the Provider and Swedbank to make minor corrections, other than payment amount, to information in the Issuance Data to ensure prompt and correct transmittal.

You may request the creation of remittance only information (without a check). The Provider and Swedbank will follow your set up instructions and use our best efforts to ensure that negotiable checks are not printed. However, if a check is issued, neither the Provider nor Swedbank is liable.

If the Issuance Data is late, incomplete or incorrect, the Provider will use its best efforts to issue and mail checks on the next Banking day after having received complete and correct Issuance Data. If you want to retract a check, the Provider and Swedbank will use our best efforts to accommodate your request, but we are not liable if that check is issued. If we in good faith believe that a check has not been properly authorized or that your Account does not or will not have sufficient immediately available funds to cover the check, we reserve the right to refuse to issue the check(s).

### Agency

If the Provider and Swedbank issue checks at your instruction from your Account, we act as your agent. You, and not we, have the duties of a drawer under the Uniform Commercial Code. You must examine all check issuance reports and notify us of all discrepancies within five Banking days of your receipt of each check issuance report. A discrepancy is any difference between your instructions to us and the checks as issued (including but not limited to claims of unauthorized signature, alteration and incorrect amount). If you notify us later, you waive any right to bring a claim based on the discrepancy.

## 2 Controlled Disbursement Service

### Introduction

You may use Controlled Disbursement Service (“**CDS**”) to fund, on a daily basis, a Swedbank CashServices controlled disbursement Account (“**CDS Account**”) for all checks presented against that Account.

### Initiating CDS

For testing purposes, before you issue actual checks in connection with CDS, you send us 25 checks, marked “Void”, and magnetically encoded with serial number, transit routing numbers and account number. We reserve the right to approve the form of checks and apply the procedure for the initial order also in connection with any reorder of checks.

### Determination of Funding Requirement

Each Banking day we determine which checks have been presented against the CDS Account. Checks presented against the CDS Account are all checks we receive before the applicable cutoff time on that Banking day and all checks we received after the applicable cutoff time on the previous Banking day. On any Banking day (at the time of day designated by us and communicated to you), we will provide you with the Required Amount by CashServices-web or through other means permitted by our procedures and mutually agreed.

### Funding

The Required Amount must be deposited in the CDS Account before the applicable cutoff time on a Banking day. The deposit must be in immediately available funds or other funds we agree are satisfactory. If sufficient, satisfactory funds are not in the CDS Account by the applicable cutoff time, we may elect to pay one or more checks even if that payment causes an overdraft in the applicable CDS Account. We may also elect to dishonor one or more checks presented against the CDS Account in any order we deem necessary or convenient. Without limiting our right to dishonor, we may require you from time to time to maintain a restricted Account with deposits we consider sufficient to fully fund the payment of checks presented against the CDS Account.

### 3. Disbursement Image Service

#### Introduction:

Disbursement Image Services (“**Imaging Services**”) allow you to utilize our technology to provide images of paid checks associated with disbursement transactions described below. Imaging Services can be used to supplement or, at your option, to replace certain features of other Swedbank CashServices. However, if you elect to use Imaging Services, we will continue to use CashServices-web or other communication method mutually agreed upon, to provide you with MICR information associated with your disbursement transactions.

#### Disbursement Image Service features:

Images of paid checks will be written to an optical disk (CD ROM) or DVD and mailed to you after each processing cycle (for example, monthly). The CD ROM/DVD will contain images of paid checks as well as an index that can be used to search for paid checks. You must tell us if the disk is defective or does not contain clear images of the checks within 15 Banking days of your receipt of the CD ROM. Failure to notify us within this stated time frame will result in having deemed that (i) acceptance that the CD ROM/DVD is complete and accurate copy of the images, and (ii) waive any claims against Swedbank and the Provider concerning the completeness, clarity, readability or quality of the CD ROM/DVD.

#### Positive Pay Services

If you use image-enabled Positive Pay Services, images of "Suspect" items (“**Suspect Items**”) will be available to you on a daily basis via CashServices-web or other communication method mutually agreed upon, to aid in your pay or return decisions.

#### Archive Services

Image-enabled archive services are available. We will retain images of paid checks in accordance with our current retention policy. Image copies may be requested of paid checks for up to seven years, based on our current check retention.[]

#### Image Statement

Check images will be mailed with the corresponding demand deposit statement. Image statements are available for accounts issuing a limited number of checks on a monthly basis.

#### Image Transmissions

Check images will be delivered via transmission in an agreed upon format and transmission frequency. You are responsible for obtaining the appropriate software and hardware to receive the transmission and build the indexing and archiving system.

#### Other Imaging Services

We may offer additional Imaging Services from time to time. If we offer additional Imaging Services, we will provide you with an opportunity to use these services, as well as any amendments to the Terms and Conditions that may be applicable.

## 4. Positive Pay /Positive Payee Service

### Introduction

With our Positive Pay/Positive Payee Service you will use magnetically encoded checks (“**Positive Pay items**”) that include a serial number, transit routing number, account number and dollar amount (“**Issue Information**”). Positive Payee Issue Information includes the Payee of the check. We must receive necessary Issue Information, by CPU/CPU or other communication mutually agreed upon, by the applicable cutoff time. We will use the Issue Information received along with applicable instructions in making decisions regarding the payment or return of the presented checks.

### Operation

During check processing, we capture the serial number, dollar amount and account number of each Positive Pay Item presented to us. If the data we capture does not precisely match the issue data you have provided us with, we create a list of non-matching "Suspect" items (“**Suspect Items**”). We eliminate from this list any item for which the dollar amount is misencoded and make an adjustment entry.

We make information available regarding the Suspect Items to you (“**Suspect Report**”) via CashServices-web or other communication method mutually agreed upon, by a specified time before the applicable cutoff time. If we do not receive instructions, regarding the payment or return of the Suspect Items by the applicable cutoff time, we will follow your default instructions on the current Set Up Form.

Holdovers items (Positive Pay and/or Positive Payee items) will be reported to you as appropriate via telephone call or other communication mutually agreed upon. If we are unable to contact you we will follow your default instructions on the current Set Up Form.

However, if the serial number, dollar amount and account number we capture on Positive Pay Items during our check processing operation precisely match the Issue Information, WE MAKE NO FURTHER EXAMINATION OF THESE POSITIVE PAY ITEMS WITH RESPECT TO STALE DATES, FRAUDULENT OR MISSING SIGNATURES OR ENDORSEMENTS, OR MATERIAL ALTERATIONS. WE CONSIDER THESE POSITIVE PAY ITEMS AS BEING PAID SUBJECT TO APPLICABLE STOP PAYMENT ORDERS, OUR RIGHT OF OFFSET, AND THE AVAILABILITY OF ADEQUATE FUNDS IN THE ACCOUNT.

You are responsible for items paid in error if you do not give us Issue Information, or if we do not receive instructions to return a Positive Pay Item on the Suspect Report. In addition, you are responsible for items that we refuse to honor, if we do not have accurate Issue Information.

### Additional Service Features/Options

A daily file is available containing the final disposition of items (paid or returned). If the following additional features/options are selected, additional information will be included with the applicable Suspect Report. If we do not receive instructions, regarding

the payment or return of the Suspect Items by the applicable cut off time, we will follow the default instructions on the applicable form

### **Forced Decision Option**

Accounts can be set up so that a specific pay or return decision must be input for all Suspect Items. This decision may override the applicable default instructions on file with us. The instructions will not be released until all Suspect Items have been marked with a decision.

### **Monitoring Option**

The Monitoring Option provides that if the Positive Pay Suspect Report or the Positive Pay Entry module has not been accessed by the applicable cutoff time, we will call the designated contact person on file.

### **Positive Payee Service**

Payee information must be provided for all Positive Pay Items according to our specifications. Failure to comply with the specifications will prevent the Positive Payee Service from functioning properly and shall relieve us of any liability related to our compliance with the Positive Payee Service. If the data we capture does not precisely match the payee information provided to us, we create a list of non-matching "Suspect Items", after a review of images for alterations.

We make available the Suspect Items via CashServices-web or other communication method we mutually agreed upon, by the applicable cut off time. Pay or return decision must be received by the applicable cut off time. If we do not receive instructions, regarding the payment or return of the Suspect Items by the applicable cut off time, we will follow instructions on the applicable Set Up form.

### **Release**

We shall have no responsibility or liability if we pay any item which precisely matches the issue data provided by you. If you later claim such item was not properly payable due solely to a forged endorsement, then the rights and responsibilities of the parties hereto with regard to such forged endorsement shall be determined under the Uniform Commercial Code.

Notwithstanding the above, you release Swedbank and the Provider and hold us harmless from all liability, including liability related to obligations arising under Articles 3 and 4 of the Uniform Commercial Code or otherwise concerning examination of Positive Pay Items presented for payment, even if you provided us with authorized signature specimens or other instructions regarding the payment of the Positive Pay Items, including but not limited to, instructions to return Positive Pay Items over a certain dollar amount. If we do not have accurate Issue Information regarding the Positive Pay Items at the time of presentment for payment, you agree to hold us harmless from any and all claims made by third parties for loss, or damage, or for breach of security, or breach of confidentiality of your data or records that may arise in connection with the performance of Positive Pay Service, if we act in good faith and without gross negligence. We will not be deemed to have failed to exercise ordinary care or good faith

by not examining checks to see if they are properly signed by authorized individuals or for not otherwise inspecting Positive Pay Items.

## 5. Zero Balance Account

### Introduction

You can use the Zero Balance Account Service (ZB) to centralize corporate cash control of your divisions, subsidiaries and other affiliates for which you are authorized to act. The Zero Balance Account Service is a system of accounts with two or more tiers. We can balance each account daily at a target amount you establish and concentrate remaining funds in the Master Control Account ("**Master Account**"). You authorize us to commingling your and your subsidiaries and other affiliates funds within the system of Accounts.

### Zero Balance Account System

Zero Balance Account System means the group of accounts consisting of the Master Account and Zero Balance Accounts (each a "**ZB Account**") in respect of your system of accounts. An intermediate tier may be established, using a ZB Parent Account ("**ZB Parent Account**") grouping one or more ZB Accounts.

### Target Amount

You establish a target amount for each ZB Parent Account and each ZB Account. The target amount is the balance, if any, that you want to establish in an Account each time we make a transfer activity between the Accounts. The target amount may be zero.

### Daily Activity

We apply the availability schedule when crediting each of your Account(s) in the Zero Balance Account System for items deposited to those accounts. These available balances are then reflected in the ZB Master Account. If we receive an item for deposit to your credit that does not designate a particular Account, we may use our discretion in choosing the appropriate Account. On each Banking day, we follow our customary practices in crediting and debiting each ZB Account or ZB Parent Account. If demand deposit posting operations result in an overdraft of a ZB Account or a ZB Parent Account, we debit the appropriate ZB Parent Account or Master Account in an amount necessary to credit the overdrawn Account, bringing the balance to its target amount.

### Achieving Target Amount

We automatically debit or credit each ZB Account on each Banking day by an amount necessary to achieve its target amount. We then make a corresponding credit or debit to the appropriate ZB Parent Account or, if you have not created a ZB Parent Account, to the Master Account. Then we automatically debit or credit each ZB Parent Account by an amount necessary to bring the balance in each ZB Parent Account to its target

amount and make a corresponding credit or debit to the next level ZB Parent Account, if any, or the Master Account.

## Restrictions

Your Zero Balance Accounts are subject to important restrictions. We reserve the right to:

- Delete one or more Accounts from the Zero Balance Account System on notice to you.
- Suspend Zero Balance Account Services.
- Require you, before we make payment on items, to fund any account in the Zero Balance Account System with sufficient available funds to pay items drawn on that Account and presented to us.
- Charge any account in the Zero Balance Account System for items, fees or other amounts drawn upon, due from or chargeable to any other account in the Zero Balance Account System. You and your Affiliates that participate in your Zero Balance Account System are jointly and severally liable for any losses, costs, damages and expenses we incur in providing Zero Balance Account Services.
- Pay items drawn on any account in the Zero Balance Account System in the order we deem necessary or convenient.
- Decline to process, delay processing or dishonor any payment or item drawn on your account in the Zero Balance Account System if there are not sufficient available balances among all the accounts in the Zero Balance Account System, including the Master Account.
- Reverse any credit to an account in the Zero Balance Account System for an item and reverse any entry to an account in the Zero Balance Account System arising from the provisional credit.
- Net positive balances against overdrafts in the accounts in the Zero Balance Account System to meet reserve and reporting requirements imposed on us.
- Exercise, with respect to all accounts in the Zero Balance Account System, any rights available to us by law with regard to demand deposit accounts.

## Sweep Disclosure

You understand and agree that funds swept from a ZB Account to either a ZB Parent Account or a Master Account (the latter two types of account, a **“Target Account”**) can result in a reduction in Federal Deposit Insurance Corporation (**“FDIC”**) insurance coverage on the swept funds from the coverage applicable when those funds were in the ZB Account. Several factors will determine whether the swept funds will sustain

reduced FDIC insurance in the Target Account, including (a) the balance of the ZB Account immediately prior to the sweep; (b) the balance of funds in the Target Account; and (c) (effective only while the FDIC's Transaction Account Guarantee Program is in effect) whether the ZB Account and the Target Account are interest-bearing or noninterest-bearing accounts.

**SWEDBANK CASHSERVICES  
ADDITIONAL TERMS AND CONDITIONS  
FOR  
ELECTRONIC SERVICES**

**GENERAL**

**Introduction**

Our Electronic Services make it possible for you to receive and disburse from your account via our Wire Transfer Service or through ACH transactions. You can also collect funds from other accounts that you maintain or collect payments from other parties that have authorized you to debit their accounts.

This section contains Additional General Terms and Conditions for Electronic Services. You will also find in the description of each particular Electronic Service further terms and conditions specific to that service. If you use Electronic Services that provide for ACH entries or paper entries created by the Bank, the sections of these Additional Terms and Conditions describing ACH entries apply. You can also communicate payment orders through our Wire Transfer Service. If you use Electronic Services to communicate payment orders, the sections of these Additional Terms and Conditions describing payment orders apply.

**Initiating Electronic Services**

In order for you to use any of the Electronic Services described in these Additional Terms and Conditions, we must first follow our established procedures for setting up the services. Please contact your Swedbank CashServices Representative for instructions.

**Definitions**

**BIC** means Bank Identifier Code.

**CHIPS** means Clearing House Interbank Payment System.

**CHIPS UID** means a user identification number issued to CHIPS members.

**Control totals** means the total debit dollar amount, the total credit dollar amount and total item count of each entry you or your agent initiates.

**Credit entry** means an ACH transaction that results in forwarding funds to an account you designate and a resulting debit to your account.

**Debit entry** means an ACH transaction that results in a debit to a third party account for your benefit and a resulting credit to your account.

**EDI** means Electronic Data Interchange.

**Payment Order** is a term defined in Article 4A of the Uniform Commercial Code; it refers to wire transfers and ACH credit entries if certain conditions are met.

Other terms used in these Additional General Terms and Conditions that are defined in Article 4A of the Uniform Commercial Code or in the NACHA Rules have the same meanings here.

## Consents

You need to obtain all consents and authorizations necessary for us to provide Electronic Services to you. Such consents and authorizations shall be retained for the time specified by the NACHA Rules and copies thereof supplied to us upon request.

### 1. ACH Origination Service

## Introduction

The ACH Origination Service consists of the following services: ACH Corporate Origination, Direct Deposit to Domestic and International accounts, and Pre-Authorized Payments.

With the **ACH Corporate Origination Service**, ACH credits or ACH debits can be initiated to designated recipients.

With the **Direct Deposit Service**, domestic and international ACH credits can be initiated to make recurring payments to designated recipients. . We do not withhold from the designated amounts, any funds for income tax or any other purpose.

With the **Pre-Authorized Payment Service**, designated amounts can be debited from a customer's account if the customer authorizes such debits/withdrawals. The withdrawals are ACH debits and the amounts are credited to the applicable Account with us. Amounts designated for payment through the ACH Origination Service will be credited to the payees' accounts if funds are available.

## Certain Rights

We may require account funding before initiating any live entry. If the designated account does not have sufficient funds, we reserve the right not to process the transaction. We also reserve the right to suspend any ACH Origination Service and Direct Deposit Service.

## NACHA Rules

In delivering Electronic Services, we follow the NACHA Rules and incorporate them by reference into these Terms and Conditions except to the extent (as between both of us) they are modified by these Terms and Conditions. Keep a current copy of the NACHA Rules and follow them, for example, to obtain and retain all necessary authorizations and consents. Under the NACHA Rules, we make certain warranties in providing Electronic Services. By using Electronic Services, you make the same warranties to us that we make under the NACHA Rules.

## Regulation E

Regulation E, issued by the Board of Governors of the Federal Reserve System, governs certain transactions involving consumer accounts. If the Pre-Authorized Payment

Service is used to initiate transactions governed by Regulation E you represent and warrant to us that you are in compliance with and will comply with all requirements of Regulation E as it may be supplemented or amended from time to time.

### **ACH Entries**

To transmit entries through an ACH system, we must receive credit and debit entries that designate the recipient accounts and all required information such as account number and receiving depository financial institution. Also specify the date and dollar amount of each entry. Depending on the Electronic Services you are using, the transmission will occur through mutually agreed upon communication method. Entries must be prepared according to the NACHA Rules, unless we have agreed with you otherwise. If you elect to act as the initiator of ACH Entries, we will send a NACHA formatted file, in accordance with your instructions, directly to you or your payment processor. Include in your entries other information we request from time to time.

If we receive or are sent an International transaction, there may be delays in processing, settlement and/or availability due to enhanced scrutiny on these types of transactions.

Electronic Services recommend prenotes be sent before the execution of ACH entries but are not required. We establish requirements for the form and content of ACH entries, and attempt to give you at least 30 days' notice of changes to those requirements. Notify any third party processor or agent you use to prepare and/or transmit ACH entries to us of those requirements. We are not obligated to process, return or otherwise act on any ACH entries that do not comply with those requirements. We may vary our procedures, for example, to expedite the collection process of ACH entries.

### **Supply Control Totals**

Within one hour of the Provider's receipt of the ACH file, an authorized individual must provide the supply control totals to the Provider. The Provider reviews the file, validates it against the control totals and notifies you of any discrepancy. Once we have validated the file against the control totals, we may try, but we are not obligated to, make any deletion or other correction to the file requested by an authorized individual. Because deletions and corrections are a highly manual process, we are not liable if we can not make the deletion, or correction or if we make an error in attempting to make the deletion or correction.

### **Debit Entries**

When we initiate a debit entry for credit to your Account, we follow our policies, as they may be amended from time to time, in crediting your Account. We reserve the right to delay availability with or without notice to you. All credits to your Account are provisional pending final settlement or payment.

### **Internet Authorized Transactions**

NACHA has established ACH standard entry codes for Internet initiated entries ("**Web Entries**"). The consumer's authorization must be obtained prior to originating the Web Entries. Prior to originating Web Entries, NACHA requires certain security technology be implemented when transmitting data. You must contact us and receive approval before

initiating any Web Entries. If the Web Entries are not properly set up, the batch or file may reject, thus delaying the payment process.

### **Reversing File**

If an error in the ACH file or an ACH entry is discovered, a reversing entry may be initiated within the time and in the manner prescribed by the NACHA Rules. You agree to reimburse us for all costs and expenses incurred by implementing a reversing file or a reversing entry, including all costs associated with the indemnification provisions of the NACHA Rules.

### **Change Requests**

If an addition, correction or deletion (“**Change Request**”) is required to an entry before acceptance, two people designated on the applicable set up form may approve the Change Request. If a Change Request is made via CashServices-web or other communication mutually agreed upon, you are responsible for the security protection. A Change Request may require the remaking of a file. Once we have validated the file against the control totals, we may try, but we are not obligated to, fulfill any Change Request to the file. We are not liable if we cannot fulfill the Change Request or if we make an error in attempting to fulfill the Change Request. We may attempt to implement the Change Request prior to presentation, but we can not guarantee that it will be made. We can not attempt to adjust or cancel any entry after it has been presented to the ACH Network. We have no liability for a Change Request made after presentation to the ACH Network.

### **Notice to a Customer**

A receiving depository financial institution may not give its customer credit until it receives final settlement or payment. If settlement or payment is not received, you will not be deemed to have made a payment in the amount of the credit entry.

### **Returns**

We provide reports in a mutually agreed upon communication method of a returned ACH entry no later than one Banking day after the Banking day we receive it. If a debit entry we initiated is returned, we do not attempt a second collection unless requested but we reserve the right to refuse to honor the second collection request. We do not attempt to send returned credit entries a second time. Returned ACH entries are charged/credited to your Account on the Banking day we receive notice of the returned ACH entry or as soon as practicable.

### **Currency Conversions**

In connection with the International Direct Deposit Service, if you wish to convert United States dollars into a non-United States currency or convert non United States currency into United States currency, you agree to buy or sell, respectively, from us at the rate we quote from time to time.

## **ACH Cross-Border Service**

As part of the ACH Origination Service, we offer a service called ACH Cross-Border Service.

### **Operating Rules**

In addition to the NACHA Rules, in delivering the ACH Cross-Border Service, we follow the NACHA Cross-Border Payment Operation Rules (the “**Cross-Border Rules**”) and the Cross-Border Guidebook (the “**Guidebook**”), both as may be amended from time to time, and incorporate them by reference into the Terms and Conditions, except to the extent (as between the both of us) they are modified by the Terms and Conditions. Keep a current copy of the Cross-Border Rules and the Guidebook and follow them. You are required to follow the Cross-Border Rules and the Guidebook. In addition to the foregoing, you agree to be bound by and comply with any rules or regulations, promulgated by any international or foreign entity that governs applicable ACH entries.

### **Foreign Exchange**

Without limiting any other provisions of the Terms and Conditions, you shall hold us harmless and assume all foreign exchange related risks with respect to (1) any ACH entry transmitted pursuant to the ACH Cross-Border Service, and (2) any subsequent return for any reason of an ACH entry transmitted pursuant to the ACH Cross-Border Service.

## **International Operating Rules**

In addition to the NACHA Rules, you agree to be bound by and comply with any rules or regulations, promulgated by any international or foreign entity that governs applicable funds transfer.

## **2. Cash Concentration /Automated Funding Service**

### **Introduction**

With the Cash Concentration Service, you can use the Concentration of Funds Service or Automated Funding Service. The Concentration of Funds Service enables you to consolidate your receipts from various locations to your Account. The Automated Funding Service enables you to disburse funds from your Account to other accounts you designate.

### **Definitions**

**Collection locations** means bank accounts from which you direct us to collect receipts.

**Deposit data** means all information about amounts being collected from Collection locations.

**DTC** means depository transfer checks.

**Funding data** means all information about amounts being disbursed from your Swedbank CashServices Account to the Recipient locations.

**Masterfile** means the file we maintain with information on Collection locations, Recipient locations, your Processing schedule and other appropriate information as necessary.

**Processing schedule** means the times you select for us to collect or disburse funds for your Account.

**Recipient locations** means bank accounts to which you direct us to disburse funds.

### **Masterfile**

To begin using the Cash Concentration /Automated Funding Service you must provide us with the applicable company level information, including your account numbers, Processing schedule and reporting options. Once we have added the applicable information to the Masterfile, you can begin to enter the location level payment instructions to the Masterfile, using the security option and method selected on the applicable Set Up Form.

### **Transaction Entry**

Send us deposit or Funding data by the applicable cutoff times we identify to meet your Processing schedule. By following our procedures and security options, you can send deposit or Funding data by CashServices-web or other communication mutually agreed upon. If we do not receive Deposit- or Funding data by the applicable cutoff times, you authorize us to process the Deposit- or Funding data as soon as reasonably possible.

### **Money Movement Methods**

With the Cash Concentration Service, we will create ACH debit entries. If the Recipient location is not an ACH participant, we will create a DTC. If a DTC is issued, you authorize us to endorse each DTC.

With the Automated Funding Service, we will create ACH credit entries. If the Recipient location is not an ACH participant, we may initiate wire transfers if you have given us the necessary instructions.

We reserve the right to use a collection or disbursement method you have not chosen or change a collection method if we find it appropriate. We may, for example, determine there is a risk in implementing the money movement method selected or we may determine the method is not feasible.

### **Reporting Option**

We can provide various reports to monitor the daily activity and view other information. Reports are available via CashServices-web or other communication method mutually agreed upon.

### 3. EDI Payable Origination Service

#### Introduction

With the EDI Payable Origination Service (“**EDI**”), you can electronically transmit payment or collection instructions using a proprietary or an American National Standards Institute Accredited Standards Committee X12 (“**ANSI**”) format. We translate your payment instructions into various payment system formats. When we initiate the payment or forward the payment to you for processing, we may, if instructed, provide the trading partner with the remittance data.

#### Entries

In order to initiate debit or credit entries with EDI we must receive sufficient information regarding applicable processing requirements and we must approve your requirements prior to the implementation. After we have implemented the Service, you shall send us entries on computer-readable files according to the statement of work and the processing schedule adopted. When implementing the EDI Service, a security procedure must be selected. For each entry on the file, designate by name, account number and bank the recipient account to be credited or debited. If you elect to act as the initiator of payments contained in the EDI files, we will send a formatted file, in accordance with your instructions, directly to you or your payment processor.

### 4. Wire Transfer Service

#### Introduction

With the Wire Transfer Service you can initiate payment orders, and we charge or credit, as appropriate, your applicable Account for each accepted payment order. You can receive notice of our receipt of any incoming wire to your Account if you provide instructions on the setup forms.

#### Definitions

**Non-repetitive order** means a payment order specifying the Account to be charged, the beneficiary account, as well as the date and dollar amount.

**Repetitive instructions** means your preauthorized instructions to us concerning repetitive orders, including identification of the debit and credit parties, bank names, account numbers and other information we may request.

**Repetitive orders** means periodic transfers between the same debit and credit parties where only the date and dollar amount of the payment orders vary.

## **Payment Orders**

### **Non-Repetitive Orders**

You must use Swedbank's and the Provider's security procedures for non-repetitive orders. We attempt to verify or confirm a non-repetitive order if those security procedures require. If we receive a non-repetitive order by telephone, we can rely on the request if verified by telephone by persons identifying themselves as authorized individuals. We can rely on any non-repetitive order placed according to our security procedures for non-repetitive orders.

### **Repetitive Orders**

For repetitive orders, you give Swedbank repetitive instructions on forms we provide or, if applicable, via CashServices-web. Supply the date and dollar amount information using our operating procedures for repetitive orders. You can also give Swedbank certain variable information in accordance with our procedures. You can modify or delete repetitive instructions using our forms or via CashServices-web or other communication method mutually agreed upon.

### **Accepted Payment Orders**

Swedbank and the Provider may use any established wire transfer network for your payment orders. You appoint us your agent to select an intermediary bank if we determine one is needed. Accepted payment orders transmitted by wire transfer are subject to the rules, regulations or by-laws governing the particular wire transfer network (including Federal Reserve Board Regulation J, Subpart B for Fedwire transfer) except to the extent (as between both of us) they are modified by these Terms and Conditions.

## **Restrictions**

Once we accept your payment order and process it, it is final, and you are obligated to pay it. We reserve the right to reject or delay any payment order: (1) that exceeds the available funds balance in your account at the time we receive the payment order; (2) if we determine, in our sole judgment, that accepting the payment order would cause us to exceed any volume, aggregate dollar, network or similar limits on transfers that apply to us; (3) if the payment order would cause you to exceed any volume, aggregate dollar or similar limit on transfers imposed by us on your account(s); (4) if we are unable to satisfy ourselves that the payment order has been properly authorized according to your security procedure; (5) if the account to be charged is frozen or inactive; or (6) if applicable law prohibits us from accepting the payment order.

## **Drawdown Requests**

If you maintain accounts at other banks, you can give us repetitive instructions to initiate requests (drawdown transfers) to transfer funds in those accounts to one or more of your Swedbank Cash Services Accounts. We credit your designated Swedbank CashServices Accounts when we receive final funds.

**Incoming Drawdown Transfer Request**

You can pre-authorize a transfer of funds from your Accounts in response to a request from an originating bank (drawdown transfer request) by completing the applicable form. If we receive a drawdown transfer request that you have not pre-authorized, we may rely on the authorization of persons identifying themselves by telephone as authorized individuals to initiate the transfer.

**Treasury Assistance Service**

You may authorize repetitive orders by instructing us to transfer funds periodically in a designated Account based on current and prior Banking day's activity. The instructions you give us will be payment orders binding on you.

**Foreign Exchange Payment Orders**

We may accept your payment orders for transfers involving payment of foreign currencies (foreign exchange payment order). Upon request, we can provide you with a list of approved currencies for foreign exchange payment orders. The list is subject to change immediately upon notice. If we accept a foreign exchange payment order, you pay us the equivalent amount in United States currency at our then-applicable selling rate of exchange for such foreign currency as determined by the provider. We will debit your applicable Account to satisfy this obligation.

**SWEDBANK CASHSERVICES  
ADDITIONAL TERMS AND CONDITIONS  
FOR  
REMOTE CHECK DEPOSIT SERVICES**

**Definitions**

In addition to the definitions set forth elsewhere in the Terms and Conditions, words and phrases defined under the Check Clearing for the 21<sup>st</sup> Century Act, 12 U.S.C. §§ 5001-5018 (“**Check 21**”) and Regulation CC of the Board of Governors of the Federal Reserve System, 12 CFR Part 229 (“**Regulation CC**”), as in effect from time to time, including, but not limited to the term “substitute check,” have the same meaning in these Terms and Conditions as therein.

**Remote Check Deposit Services**

The Service enables you to submit to the Provider, for deposit to your Account(s), electronic check images and associated documentation and information (“**Check Images**”) in lieu of the original checks from which such Check Images were obtained. You acknowledge and agree that (i) the Remote Check Deposit Services may not be used for any check that does not contain valid MICR data printed on the original check with magnetic ink, (ii) the Remote Check Deposit Service may not be used with respect to any check that is drawn on an institution located outside the United States in a manner such that any action by you to create a Check Image occurs at any location outside of the United States, and (iii) the payee identified on the front of the check being scanned for deposit must be you and no other party may have endorsed the check. We will not process a Check Image that does not meet all of the said requirements.

In order to use the Remote Check Deposit Service, you are required to obtain certain equipment, computer software and telecommunication services as we may specify or supply from time to time. You acknowledge that we do not produce or manufacture such equipment, software and services. You are solely responsible for the performance and adequacy of such equipment, software and services. NEITHER SWEDBANK NOR THE PROVIDER MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED (INCLUDING ANY WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE) CONCERNING, AND HAS NO RESPONSIBILITY OR LIABILITY FOR, SUCH EQUIPMENT, SOFTWARE OR REMOTE CHECK DEPOSIT SERVICES, EVEN IF SPECIFIED OR SUPPLIED BY US. If we provide any software in connection with the Remote Check Deposit Service, you may use and install such software on a production machine and as necessary for back-up and contingency purposes. Except as expressly permitted by these Terms and Conditions, the software may not be provided to any third party, including an agent, without our prior written consent.

You shall submit Check Images to us in such format, and with such associated check information, as we may specify from time to time. Check Images will be deemed to have been accepted by us on the date that our systems receives your file and sends an acknowledgement that the file has been accepted. We shall process such files for deposit at a mutually agreed upon time. Availability of deposits is based on our normal

availability schedule as in effect from time to time unless we have agreed on a different availability schedule. We reserve the right to reject any single Check Image or group of Check Images for any reason, before or after confirmation.

#### **Your Warranties to Us/Agreements with Us**

Upon presentation of an electronic image file to us, you represent and warrant to Swedbank and the Provider the following:

- All images of items and related data contained in that file satisfy all of the requirements of Check 21 and Regulation CC for the creation and further transferring for collection of substitute checks, including, but not limited to, the image and data containing an accurate representation of all information on the front and back of the original item at the time such item was transformed into an image and all endorsements that were collected on the item up until the time that the item was converted into an image.
- Once you have transmitted an electronic image file to us, neither the original paper check nor any physical copy of the check will be presented for payment against the maker of the check and no person or institution shall be asked to make payment on such item.

Additionally, and without limiting the foregoing, by sending electronic image files of items to us, you make any and all additional warranties that we make under applicable law and regulation, including, but not limited to, all warranties under Check 21, Regulation CC, and Regulation J of the Board of Governors of the Federal Reserve System, 12 CFR Part 210.

#### **Your Liability/Indemnification**

Without limiting any other provisions of these Terms and Conditions, you agree to be liable to Swedbank and the Provider for, and to hold us harmless and indemnify us from, any and all liabilities, losses, claims, damages, or indemnification obligations (statutory or otherwise), including reasonable attorneys' fees, we incur or experience arising out of the Remote Check Deposit Service, including without limitation any breach or alleged breach of the above warranties.

#### **Service Access/Security**

In addition to limitations on our liability set forth in the Terms and Conditions, we shall not be liable for any loss resulting from a cause over which we do not have direct control, including, but not limited to, failure of applicable communications systems, the Internet or mechanical equipment or communication lines; telephone or other interconnect problems; bugs, errors, configuration problems or incompatibility of computer hardware or software; failure or unavailability of Internet access or access to any related systems; problems with Internet providers, other service providers or other equipment or services relating to your computer or system; problems with intermediate or telephone service; or unauthorized access, theft, or operator errors. We are not liable for any loss or damage resulting from voluntary shutdown of any server or this service by us to address computer viruses, denial-of-service messages, or other similar problems. As Remote Check Deposit Services are an Internet/technology-based service

and potentially subject to access unavailability, we recommend that you maintain an alternative method of sending your checks to us.

We are concerned about security in sending and receiving information as part of the Remote Check Deposit Services. If you use a password, personal identification number, token or other security device or identifier in connection with the Remote Check Deposit Services, you are responsible for the safekeeping of that security device or identifier. Do not disclose your security device or identifier to anyone outside your organization. In addition, you agree that you shall maintain all appropriate system and information security protections that may be necessary with respect to the Remote Check Deposit Services.

**SWEDBANK CASHSERVICES  
ADDITIONAL TERMS AND CONDITIONS  
FOR  
LOCKBOX SERVICES**

**GENERAL**

**Introduction**

Our Lockbox Services make it possible for you to direct your customers to send payments to a post office address. We then pick up your mail, process the remittances according to your instructions on file, make deposits, and give you daily reports of deposit information.

This section contains the Additional General Terms and Conditions generally applicable to Swedbank CashServices Lockbox Services.

**Initiating Lockbox Services**

In order for you to use the lockbox services described in these Additional General Terms and Conditions for Lockbox Services, we must first follow our established procedures for setting up the services. Please contact your Swedbank Representative for instruction. Then as your agent, we establish a post office address. Use this address in giving remittance instructions to your customers.

**Processing Remittances**

As your agent, we collect and open mail sent to your post office address. We process remittances according to the instructions you give us on the set up forms. If we agree as a result of a written request to accept "All Payees", you warrant to us that you have the authority from the payee to process their items. You agree to indemnify us and hold us harmless from and against any and all claims, action, liabilities, losses, damages or costs that relate to or arise from our processing the payee's items.

**Endorsements**

You authorize us, as your agent, to endorse all checks processed for deposit.

**Notations**

If you request, we attempt to forward to you, rather than process, any check with the notation "payment in full" or similar language. We are not liable, however, if we process such a check.

**Deposits**

We prepare checks for deposit in the applicable demand deposit account with the Provider or at a local clearing bank. These deposits are made periodically throughout each Banking day and reflect the total amount of items processed. The credit and collection of these checks are subject to the same terms and conditions as deposits made directly by you.

## Reports

Each Banking day we capture and record remittance data according to your instructions on the set up forms. If you choose, this process can be automated. You may use CashServices-web or other communication method mutually agreed upon, to receive remittance information daily. If we cannot send, or if the recipient cannot receive, a transmission, we hold processed remittance data until the problem is solved or we make other arrangements.

## Processing Errors

Occasional processing errors can occur that may cause the applicable accounts to reflect incorrect balances. We will take action we deem appropriate to correct these errors.

### 1. Wholesale Lockbox Services

**Wholesale Lockbox Service** is used for business-to-business payments. These payments are generally large dollar payments and may contain large amounts of remittance information.

### 2. EZ Lockbox Services®

**EZ Lockbox Service®** is a type of Wholesale lockbox service that follows a unique funds availability schedule and provides limited processing information.

### 3. Automated Wholesale Lockbox Consolidation

## Introduction

In accordance with your request, you will utilize the Automated Wholesale Lockbox Consolidation Service to consolidate certain information relating to checks received at your various lockboxes at other banks. You will provide a list of lockbox banks and lockboxes for which this service will consolidate along with the set up forms.

## Initiating the Service

We can assist in developing and testing compatible data communication links with your lockbox banks, designing the data record formats using BAI standards, and otherwise arranging for the transmission of receivable information to us.

## Operation

After satisfactory testing, we will agree to receive one transmission per Banking day from each lockbox bank you previously specified. Receivable information relating to deposits made on Saturday or Sunday and holidays, designated by your bank, shall be transmitted to us the following Banking day. We will perform edit checks on receivable information that is received. We will translate data received from the lockbox banks as necessary to comply with the requested output format. Transmissions of receivable information which fail the necessary edits will not be included in the transmission.

All transmissions of receivables information received by the Provider at its designated place of receipt in the proper format from your lockbox banks by the applicable cutoff time in such place of receipt will be edited, consolidated, and available for transmission to you as specified in the set up form. Transmission received after the applicable cutoff time will be collected and held for transmission on the next Banking day. Data transmissions are not made on Saturday, Sunday or designated holidays.

We can make transmissions to you by CPU/CPU or other acceptable method of communication.

**Transmission Problems**

We will contact your lockbox banks on the Banking day following a transmission if there have been any problems with their transmission. A corrected retransmission will be requested with the next day's transmission.