

TREASURY MANAGEMENT SERVICES AGREEMENT

This Treasury Management Services Agreement (this “**Agreement**”) is entered into by and between Landmark Credit Union (“Landmark”) and the corporation, partnership, limited liability company, sole proprietorship, non-profit association or organization, or other commercial entity or government or other public entity (the “Member”) that is executing it. Upon Member’s enrollment, Landmark agrees to provide to Member certain Treasury Management Services (as defined below) offered by Landmark in accordance with the terms of this Agreement, as well the rules and procedures applicable to each of the associated Services (collectively, the “Rules”). The Rules are contained in the Addenda to this Agreement and are hereby incorporated in and made a part of this Agreement. This Agreement shall be effective on the date that it is executed by Member; each Addendum shall be effective on the date the Member is approved and begins using the Service covered by the specific Addendum.

TERMS AND CONDITIONS

1. Definitions.

Capitalized terms used in this Agreement and in any Addendum or associated document, unless otherwise defined herein or therein, shall have the meanings set forth below:

“*Access Devices*” means, collectively, any and all security, identification and authentication mechanisms, including, without limitation, security codes or tokens, PINs, one-time passcodes, electronic identities or signatures, encryption keys and/or individual Passwords, User Names as may be associated with or necessary for Member’s access to and use of any Treasury Management Service(s) from time to time.

“*Account(s)*” means any Deposit Account(s) and/or Credit Account(s), as further defined herein, used in connection with any Treasury Management Service(s).

“*Account Agreement(s)*” means, collectively, the terms and conditions of the Business Account Agreement and Disclosures, Credit Account Agreement(s), Fee Schedule, and any other agreements, disclosures and other documents issued by Landmark and governing Member’s deposit or credit relationship with Landmark, as the same may be amended from time to time.

“*Administrator(s)*” means Member’s employee(s) or other person(s) that Member (or any Administrator designated by Member designates with respect to the use of the Treasury Management Services as being Member’s Authorized Representative or as authorized to act on Member’s behalf with respect to the administration of the Treasury Management Services.

“*Affiliate(s)*” means, with respect to any party, any company controlled by, under the control of or under common control with such party.

“*Addendum*” means a description of as well as the Rules applicable to a particular Treasury Management Service to be provided by Landmark to Member. Each Addendum, including any amendment thereto, is incorporated herein by reference and made a part hereof. If there is any conflict between the provisions of this Agreement and any Addendum, the Addendum shall govern, but only to the extent reasonably necessary to resolve such conflict.

“*Authorized Representative*” means a person designated by Member, including Member when Member is a sole proprietorship, as an individual authorized to act on behalf of Member with respect to certain matters and/or authorized to access and use the Treasury Management Services, as evidenced by copies of resolutions from Member’s board of directors or other governing body, if any, or other certificate or evidence of authority satisfactory to Landmark. Authorized Representative may or may not be an Administrator for Member’s Digital Banking Account.

“Authorized User” means any person that Member’s Administrator designates as being authorized to access or use any of the Treasury Management Services on Member’s behalf.

“Available Funds” means the dollar amount of money in a Deposit Account that is currently available for use. This includes all collected funds on deposit, all posted transactions, certain electronic transactions, any holds placed on the Deposit Account due to uncollected funds, pending deposits, or withdrawals. Please refer to Landmark’s Business Account Agreement and Disclosures for more information on Landmark’s funds availability policy.

“Business Day” means every Monday through Friday, excluding all banking holidays. Saturday and Sunday are not Business Days for purposes of this Agreement even if Landmark is open for business on such days. In the absence of specific reference to Business Days, any reference to days in this Agreement or any addenda hereto shall mean and be referred to as calendar Days.

“Business Digital Banking Service” or *“Digital Banking”* means Landmark’s internet-based electronic banking information delivery and transaction initiation system, as may be offered by Landmark to its business, commercial, organization or other non-consumer Members from time to time under the Business Digital Banking Agreement.

“Credit Account(s)” means any line of credit, term loan or commercial or investment mortgage that Member maintains with Landmark that was established primarily for business, commercial or non- consumer purposes.

“Credit Account Agreement(s)” means, collectively, the promissory notes, credit agreements, mortgages and any other documents, disclosures or agreements that Member executes or otherwise agrees to that establish Member’s rights and responsibilities under and otherwise provide the terms and conditions of Member’s Credit Accounts with Landmark, each as may be amended from time to time.

“Deposit Account(s)” means any checking, money market or savings account, certificate or other deposit account that Member may have with Landmark that was established primarily for business, commercial or non-consumer purposes.

“Deposit Account Agreement(s)” means, collectively, the Business Account Agreement and Disclosures, Fee Schedule, and any other documents, disclosures or agreements that Member executes or otherwise agrees to that establish Member’s rights and responsibilities under and otherwise provide the terms and conditions of Member’s Deposit Accounts with Landmark, each as amended from time to time.

“Entry” or *“Entries”* shall have the meaning set forth in the rules of the National Automated Clearinghouse Association (Nacha) and shall also mean the data received from a Member pursuant to the Business ACH Origination Service Addendum from which Landmark initiates each Entry.

“Fee Schedule” means, at any given time, Landmark’s then current schedule(s) of Business Member fees and charges applicable to the Deposit Account(s) opened by Member and maintained with Landmark, as well as those applicable to the Treasury Management Services as outlined in analysis statements and/or the Business Fee Schedule, as applicable.

“Password” means a confidential sequence of character, assigned by Landmark or selected by the User that, in connection with a User Name, allows access to Landmark’s Business Digital Banking.

“Primary Account” means the Account designated by Member to which any direct Services fees due Landmark may be charged in accordance with this Agreement. Unless otherwise agreed upon in writing by Landmark, the address for Member associated with the Primary Account shall be the address to which all notices and other communications concerning the Services may be sent by Landmark.

“*Security Procedures*” means a set of activities designed to prevent unauthorized transactions, as set forth in this Agreement and/or any Rules applicable to a Service.

“*Set-Up Form(s)*” means any Landmark form(s), applications and associated documents utilized and/or required by Landmark in conjunction with the initial set-up, enrollment in and implementation of any Services for Member.

“*Treasury Management Service(s)*” or “*Service(s)*” means, collectively, any one or all of the various electronic banking and/or other Treasury Management Services provided by Landmark (and/or Landmark’s third-party service providers) to Member from time to time pursuant to this Agreement, the Addenda, Set-Up Form(s) (defined below), and any exhibits, service guides or manuals made available to Member by Landmark.

“*User Name*” means a sequence of characters, assigned by Landmark or selected by the User, that identifies a specific user of Digital Banking.

“*You*” and “*Your*” means the Member who is a party to this Agreement.

2. Services.

- 2.1.** Landmark shall provide to Member, subject to this Agreement and the applicable Addenda, the Services that Member may request and that Landmark approves from time to time.
- 2.2.** Member, through its Authorized Representative, may use the Services solely in accordance with the terms and conditions of this Agreement and the related Addenda.
- 2.3.** With the exception of scheduled off-peak downtime periods, Landmark shall make all reasonable efforts to make the Services available to Member each Business Day.
- 2.4.** Member is authorized to use the Services only for the purposes and in the manner contemplated by this Agreement and related Addenda.
- 2.5.** Member agrees to cooperate with Landmark, as Landmark may reasonably request, in conjunction with the performance of the Services.
- 2.6.** Member agrees to comply with the Rules, as set out in the Addenda, as they may be amended from time to time by Landmark.
- 2.7.** Some of Landmark’s Services are subject to processing cut-off times on a Business Day. Member can obtain information on Landmark’s current cut-off time(s) for the Services by reviewing the relevant Service’s Addendum of this Agreement. Instructions received after a cut-off time or on a day other than a Business Day may be deemed received as of the next Business Day.
- 2.8.** Landmark may make changes to this Agreement and any Addendum at any time by providing notice to Member in accordance with the terms of this Agreement or as may be required by applicable law. Such amendments shall apply to Member in accordance with this Agreement, including, by way of example only, as set forth in Sections 14.2 and 20. Notwithstanding anything to the contrary herein, any Addendum that provides for an alternative form and method for making changes to such Addendum and for providing notice of the same shall govern changes to that Service. Further, notwithstanding anything to the contrary in this Agreement or in any Addendum, if Landmark believes immediate action is required for the security of Landmark or Member funds, Landmark may immediately initiate changes to any security and related procedures and provide prompt subsequent notice of the change to Member.

3. Covenants, Representations, Warranties and Acknowledgments.

- 3.1.** Member represents, warrants and covenants that:
- 3.1.1.** The individual executing this Agreement on behalf of Member has been authorized by all necessary Member action to sign this Agreement, to issue such instructions as may be necessary to carry out the purposes and intent of this Agreement and to enable Member to receive each selected Service;
 - 3.1.2.** Each Authorized Representative and Authorized User whom Member permits to access and use the Services is duly authorized by all necessary action on the part of Member to (i) access the Account(s) and use the Services; (ii) access any information related to any Account(s) to which the Authorized Representative or Authorized User has access; and (iii) engage in any transaction relating to any Account(s) to which the Authorized Representative or Authorized User has access, based on assigned roles;
 - 3.1.3.** Member shall take all reasonable measures and exercise all reasonable precautions to prevent the unauthorized disclosure or use of all Access Devices associated with or necessary for Member's use of the Services;
 - 3.1.4.** Member is not a "consumer" as such term is defined in the regulations promulgated pursuant to the Gramm-Leach-Bliley Act, 15 U.S.C. § 6801 et seq., nor a legal representative of a "consumer;"
 - 3.1.5.** Member shall use the Services only for its own lawful business or other Landmark-approved purposes. Member shall not use the Services for or on behalf of any third party, except as may otherwise be approved by Landmark in its sole and exclusive discretion. Member shall take all reasonable measures and exercise reasonable precautions to ensure that Member's officers, employees and Authorized Representative(s) do not use the Services for personal, family or household purposes, or any other purpose not contemplated by this Agreement or the Appendices or otherwise approved by Landmark;
 - 3.1.6.** Member will use the Account(s) and the Services only for lawful purposes, and will not use the Account(s) to engage in any illegal purpose or activity or to violate any applicable law, rule or regulation, including, but not limited to, unlawful Internet gambling transactions of any sort (online gambling), and any betting transaction including the unlawful purchase of lottery tickets, casino chips, or off-track betting and wagering. Landmark reserves the right to block all such transactions. However, in the event that such a transaction is approved and processed, Member will still be liable for any associated fee or charge.
 - 3.1.7.** Member shall not use the Services to engage in any activity or business that would result in Member being or becoming a "money service business" as defined in the Bank Secrecy Act and its implementing regulations, or to engage in any transaction or activity that is not specifically authorized and permitted by this Agreement.
- 3.2.** Member acknowledges and agrees that Landmark may unconditionally rely on the validity and accuracy of any communication or transaction made or purported to be made by an Authorized Representative in accordance with the terms of this Agreement and/or related Addenda.
- 3.3.** Member and Landmark shall comply with (i) the Business Account Agreement and Disclosures, and (ii) Business Digital Banking Agreement; and (iii) all applicable laws, regulations, rules and orders, including without limitation all applicable Nacha operating rules and guidelines, the Uniform Commercial Code ("UCC"), the U.S. Department of the Treasury's Office of Foreign Asset Control ("OFAC") requirements,

and all applicable laws, regulations and orders administered by the U.S. Department of the Treasury's Financial Crimes Enforcement Network ("FinCEN") (collectively the "Compliance Laws").

- 3.4. Member acknowledges that Landmark has offered fraud prevention services, including, but not limited to, Check and ACH Positive Pay. These services provide businesses the ability to safeguard against unauthorized checks from being paid or unauthorized ACH transactions from being processed. In the event that Member has declined such fraud prevention services, Member acknowledges that it will be responsible for any losses resulting from fraudulent, forged or otherwise altered checks or similar items drawn on the Member's account and unauthorized and fraudulent ACH transactions. Declining fraud prevention services that have been made available to Member does not alter any liability that Landmark may have for such losses under the UCC or other applicable law or regulation.**

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4. Account Agreement; Service Fees.

- 4.1.** Landmark and Member agree that any Account established by Member in connection with the Services offered by Landmark shall be governed by the Business Account Agreement and Disclosures and the Business Digital Banking Agreement and the Fee Schedule in the most current Business Deposit & Lending Solutions brochure ("Account Agreements"). If there is any conflict between the terms and provisions of this Agreement and the Account Agreements, the terms and provisions of this Agreement shall govern, but only to the extent reasonably necessary to resolve such conflict.
- 4.2.** Member agrees to compensate Landmark for all the Services that Landmark provides pursuant to this Agreement, including any Addenda, in accordance with the applicable Fee Schedule between Landmark and Member in effect from time to time that apply to the Services (the "Service Fees"). By and upon entering into this Agreement, Member acknowledges receipt of the Account Agreements and acceptance of the Service Fees and agrees to be bound by their terms, as those terms may be amended from time to time.
- 4.3.** Unless otherwise specified in an Addendum, Member authorizes Landmark to charge the Primary Account for all applicable Service Fees for the Services to the extent that such Service Fees are not offset by earnings credits or other allowances for Member's Account(s). If the balance of Available Funds in the Primary Account is not sufficient to cover such fees, Landmark may charge such fees to any other Deposit Account maintained by Member with Landmark. Member also agrees to pay any sales, use or any other applicable taxes (other than taxes based upon Landmark's net income or that are otherwise the legal responsibility of Landmark) that may be applicable to the Services provided by Landmark hereunder.
- 4.4.** Landmark may amend the Service Fees, in the aggregate or individually, at any time. Landmark will give notice to Member of such changes in accordance with applicable law. Such amendments shall apply to Member in accordance with this Agreement.

5. Member Information. Member agrees to provide to Landmark, before Landmark begins providing any Service to Member, any and all information that may be required to comply with applicable law and Landmark's policies and procedures relating to Member identification and authority. Such information may include, without limitation, official certificates of Member

existence, copies of Member formation agreements and business resolutions or equivalent documents in a form acceptable to Landmark, authorizing Member to enter into this Agreement, to receive Services from Landmark pursuant hereto and to designate certain individuals as Member's Authorized Representatives.

Upon Landmark's request, Member shall provide such financial information, statements and other documentation regarding the financial condition of member in order to evaluate the appropriate transaction, exposure or risk in connection with the provision of Treasury Management Services to Member. The amount, nature and frequency of requests for such information shall be determined in Landmark's reasonable discretion.

6. Software.

- 6.1.** Landmark may supply Member with certain software owned by or licensed to Landmark to be used by Member in connection with the Services ("Software"). Member agrees that all such Software is and shall remain the sole property of Landmark and/or the vendor of such Software. Member agrees to comply with all of the terms and conditions of all license and other agreements which are provided to Member by Landmark and/or the Software vendor or which govern Member's use of Software associated with the Services. Unless otherwise agreed in writing between Landmark and Member, Member shall be responsible for the payment of all costs of installation of any Software provided to Member in connection with the Services, as well as for selection, installation, maintenance and repair of all hardware required on Member's premises for the successful operation of the Software, as further described in the Business Digital Banking Agreement and in Section 7 below.
- 6.2.** Except as otherwise expressly prohibited or limited by law, Member shall indemnify, defend and hold harmless Landmark and its successors and assigns from and against any loss, damage or other claim or liability attributable to Member's unauthorized distribution or disclosure of any software provided with the Services or any other breach by Member of any software license. The provisions of this paragraph shall survive termination of this Agreement.
- 6.3.** Any breach or threatened breach of this Section will cause immediate irreparable injury to Landmark, and Member agrees that injunctive relief, including preliminary injunctive relief and specific performance, should be awarded as appropriate to remedy such breach without limiting Landmark's right to other remedies available in the case of such a breach. Landmark may apply to a court for preliminary injunctive relief, permanent injunctive relief and specific performance, but such application shall not abrogate Landmark's right to proceed with an action in a court of competent jurisdiction in order to resolve the underlying dispute.

7. Technology Requirements. For certain of the Services, Member will need to provide, at Member's own expense, a computer or similar Internet-enabled device, software and internet or other connections and equipment as needed to access the Services and as described during the enrollment process (collectively, the "Technology"). Member is responsible for the installation, maintenance and operation of the Technology.

Digital access to the Services is supported by most modern browsers. Please refer to the Business Digital Banking Agreement for specific information relating to the technology required for proper operation of the Services and your responsibilities in connection with such technology.

8. Landmark Third Parties.

- 8.1.** Member acknowledges that certain third parties, agents or independent service providers (hereinafter “Third Parties”) may, from time to time, provide services (“Third Party Services”) to Landmark in connection with Landmark’s provision of the Services to Member and that, accordingly, Landmark’s ability to provide the Services hereunder may be contingent upon the continuing availability of certain services from such Third Parties. Third Party Services may involve, by way of example only, the processing and/or transmission of Member’s data, instructions (oral or written) and funds. Member agrees that Landmark may disclose Member’s financial information to such Third Parties (i) where it is necessary to provide the Services requested; (ii) to comply with laws, government agency rules or orders, court orders, subpoenas or other legal process or to give information to any government agency or official having legal authority to request such information; (iii) when Member gives its written permission; or (iv) to the extent otherwise permitted by applicable law.
- 8.2.** Landmark will be responsible for the acts and omissions of its Third Parties in the same manner as if Landmark had performed that portion of the Services itself, and no claim may be brought by Member against such Third Parties. Notwithstanding the foregoing, any claims against Landmark (with respect to the acts or omissions of its Third Parties) or its Third Parties shall be subject to the limitations of liability set forth herein to the same extent as if Landmark had performed that portion of the Services itself. Landmark will not be deemed to be the agent of or responsible for the acts or omissions of any person (other than Landmark’s Third Parties), however, and no such person shall be deemed Landmark’s agent.

9. Confidential Information.

- 9.1.** “Confidential Information” means any information obtained by or disclosed or made available to either party hereto (whether in writing, verbally or by observation of objects or processes) from or by the other party, that is accompanied by a clear indication that the disclosing party considers the information to be confidential or proprietary, or is of a type that the recipient should reasonably consider it the confidential or proprietary information of the disclosing party or its licensors.
- 9.2.** Each party acknowledges that it may obtain or have access to the Confidential Information of the other party, and agrees to: (i) maintain the confidentiality, integrity and security of such Confidential Information; (ii) use such Confidential Information only for the purposes set forth in this Agreement, including without limitation for the performance of its obligations and exercise of its rights hereunder; (iii) disclose such Confidential Information only to its employees, agents, auditors, accountants, attorneys and regulators, and only as necessary to perform its obligations and exercise its rights hereunder, or as otherwise permitted by law; and (iv) maintain physical, technical, procedural and administrative controls and safeguards reasonably designed (taking into account the nature and circumstances of such party’s business, and in all cases, no less than a reasonable person standard) to ensure the security, integrity and confidentiality of Confidential Information, and to protect against any anticipated threats or hazards to the security or integrity of, or unauthorized access to, the Confidential Information.
- 9.3.** It is not a violation of this agreement to disclose Confidential Information in response to a valid subpoena, court order or direction or requirement of any governmental authority or regulatory body (each, a “Compelled Disclosure”), if prior to such disclosure, the party receiving Confidential Information (the “Recipient”): (i) first

notifies the party that disclosed the Confidential information (the “Disclosing Party”) in writing of the Compelled Disclosure, to the extent legally permissible, in order to permit the Disclosing Party to object to the disclosure, to seek to limit the scope of such disclosure or to seek confidential treatment of the information that is the subject of the Compelled Disclosure; and (ii) reasonably assists the Disclosing Party in seeking to object, limit or obtain confidential treatment of the information subject to the Compelled Disclosure, at the sole expense of the Disclosing Party. If the Recipient remains legally compelled to make the disclosure, Recipient shall: (a) only disclose that portion of the Confidential Information the Recipient is legally required to disclose; and (b) use reasonable efforts to ensure that the Confidential Information is afforded confidential treatment. Disclosure of Confidential Information pursuant to this Section 9.3 shall not be deemed a waiver of other confidentiality provisions of this Agreement

- 9.4.** Confidential Information does not include information that: (i) is or becomes generally available to the public other than as a result of a disclosure by the recipient; (ii) was in the recipient’s possession before the time of disclosure; (iii) becomes available to the recipient on a non-confidential basis from another source, provided that the recipient has no actual knowledge that the source of such information was bound by and in breach of a confidentiality obligation with respect to such information; or (iv) is independently developed by the recipient without reference to or use of the disclosing party’s other Confidential Information.

10. Member Information; Security Procedures.

- 10.1.** In providing the Services, Landmark shall be entitled to rely upon the accuracy of all information and authorizations received from Member or an Authorized Representative and the authenticity of any signatures purporting to be of Member or an Authorized Representative. Member agrees to promptly notify Landmark of any changes to any information or authorization provided to Landmark in connection with the Services and further agrees to promptly execute any new or additional documentation Landmark reasonably deems necessary from time to time to continue to provide the Services to Member.
- 10.2.** Member agrees that it shall be solely responsible for ensuring compliance with any Security Procedures established by Landmark in connection with the Services, as such may be amended from time to time, and that Landmark shall have no liability for any losses sustained by Member because of a breach of Security Procedures if Landmark complied with the Security Procedures.
- 10.3.** Landmark shall be entitled to rely on any written list of Authorized Representatives that may be provided to Landmark by Member with respect to the Services until revoked or modified by Member in writing. Member agrees that Landmark may refuse to comply with requests from any individual until Landmark receives documentation reasonably satisfactory to it confirming the individual’s authority. Landmark shall be entitled to rely on any notice or other writing believed by it in good faith to be genuine and correct and to have been signed by the individual purporting to have signed such notice or other writing. Landmark may also accept oral instructions from persons identifying themselves as an Authorized Representative and will verify the identity of such person as an Authorized Representative at the time of the request, based on Landmark’s then-current records. Landmark may, but shall have no obligation to, call back the Authorized Representative from whom Landmark purportedly received an instruction or call back a different Authorized Representative. Landmark may, but shall

have no obligation to, request additional confirmation, written or oral, of an instruction received via telephone at any time or for any reason whatsoever prior to executing the instruction. Landmark may also in its discretion require the use of security codes for Authorized Representatives and/or for receiving instructions or items from Member. Member understands and agrees, and Member shall advise each Authorized Representative that, Landmark may, at Landmark's option and in accordance with applicable law, record telephone conversations regarding instructions received from an Authorized Representative.

- 10.4.** Any Security Procedures maintained by Landmark are not intended to detect errors in the content of an instruction, request or transaction received from Member or Member's Authorized Representative, agent or vendor. No security procedure for the detection of any such Member error has been agreed upon between Landmark and Member. Any errors in instruction, request or transaction from Member, Member's Authorized Representative, agent or vendor shall be Member's sole responsibility. Member agrees that all Security Procedures described in this Agreement and applicable Appendices are commercially reasonable and that Landmark may charge Member's Account for any instruction, request or transaction that Landmark executed in good faith and in conformity with the Security Procedures, whether or not the instruction, request or transaction is in fact authorized.
- 10.5.** Member is strictly responsible for establishing and maintaining its own procedures to safeguard against unauthorized instructions, requests, transactions or transmissions. Member covenants that no employee or other individual under Member's control will be allowed to initiate instructions, requests, transactions or transfers in the absence of proper authority, supervision and safeguards, and agrees to take reasonable steps to maintain the confidentiality of the Security Procedures and any Access Devices and related instructions provided by Landmark in connection with any Security Procedures utilized by Landmark and/or Member. If Member believes or suspects that any such Access Device, Security Procedures, information or instructions have been disclosed to or accessed by unauthorized persons, Member agrees to notify Landmark immediately followed by written confirmation. The occurrence of unauthorized access will not affect any transfers made in good faith by Landmark prior to receipt of such notification and within a reasonable time period thereafter.
- 10.6.** Member also agrees to adopt and implement its own commercially reasonable policies, procedures and systems to provide security to information being transmitted and to receive, store, transmit and destroy data or information in a secure manner to prevent loss, theft or unauthorized access to data or information ("Data Breaches"). Member also agrees that it will promptly investigate any suspected Data Breaches and monitor its systems regularly for unauthorized intrusions. Member will provide timely and accurate notification to Landmark of any Data Breaches when known or reasonably suspected by Member and will take all reasonable measures, which may include, without limitation, retaining competent forensic experts, to determine the scope of and data or transactions affected by any Data Breaches and promptly provide all such information to Landmark.
- 10.7. Landmark's security procedures are strictly confidential and should be disclosed only to those individuals who are required to know them. If a security procedure involves the use of access devices, member shall be responsible to safeguard these access devices and make them available only to designated individuals.**

Member has the sole responsibility to instruct those individuals that they must not disclose or otherwise make available to unauthorized persons the security procedures or access devices to anyone. member has the sole responsibility to establish and maintain procedures to ensure the confidentiality of any protected access to the security procedures.

11. Duty to Inspect. Member is responsible for monitoring its use of all Services provided by Landmark, including each individual transaction processed by Landmark, and notifying Landmark of any errors or other problems no later than ten (10) days (or such longer period as may be required by applicable law) after Landmark has made available to Member any report, statement or other material containing or reflecting the error, including an Account analysis statement or Internet Account access. Except to the extent required by law, failure to notify Landmark of an error or problem within such time will relieve Landmark of any and all liability for interest upon correction of the error or problem (and for any loss from any subsequent transaction involving the same error or problem). In the event Member fails to report such error or problem within thirty (30) days (or such longer period as may be required by applicable law) after Landmark made available such report, statement or transaction history access through Online Banking, the transaction shall be deemed to have been properly authorized and executed, and Landmark shall have no liability with respect to any such error or problem.

12. Overdrafts; Set-off. Landmark may, but shall not be obligated to, complete any transaction in connection with providing the Services if there are insufficient Available Funds in Member's Account(s) to complete the transaction. In the event any actions by Member result in an overdraft in any of Member's Accounts, including but not limited to Member's failure to maintain sufficient balances in any of Member's Accounts, Member shall be responsible for repaying the overdraft immediately and without notice or demand. Landmark has the right, in addition to all other rights and remedies available to it, to set-off the unpaid balance of any amount owed it in connection with the Services against any debt owing to Member by Landmark, including, without limitation, any obligation under a repurchase agreement or any funds held at any time by Landmark, whether collected or in the process of collection, or in any other Account maintained by Member at or evidenced by any share certificate issued by Landmark. If any of Member's Accounts become overdrawn, under-funded or for any reason contain a negative balance, then Landmark shall have the right of set-off against all of Member's Accounts and other property or deposit Accounts maintained at Landmark, and Landmark shall have the right to enforce its interests in collateral held by it to secure debts of Member to Landmark arising from notes or other indebtedness now or hereafter owing or existing under this Agreement, whether or not matured or liquidated.

13. Transaction Limits; Provision of Information.

- 13.1.** In addition to other terms set out in the Agreement or any Addendum with respect to transaction or exposure limits, in the event that providing the Services to Member results in unacceptable credit exposure or other risk to Landmark or will cause Landmark to violate any law, regulation, rule or order to which it is subject, Landmark may, in Landmark's sole and exclusive discretion, without prior notice, limit Member's transaction volume or dollar amount and refuse to execute transactions that exceed any such limit, or Landmark may terminate any or all of the Services then being provided to Member.
- 13.2.** Member authorizes Landmark to investigate or reinvestigate at any time any information provided by Member in connection with this Agreement or any Service.
- 13.3.** Member shall, upon request by Landmark from time to time, provide Landmark with such financial information and statements and such other documentation as

Landmark reasonably determines to be necessary or appropriate showing Member's financial condition, and such other information regarding Member as Landmark may reasonably request to enable Landmark to evaluate its exposure or risk and evaluate continuation of Services. Any limits established by Landmark hereunder shall be made in Landmark's sole discretion and shall be communicated promptly to Member.

- 13.4.** Upon request by Landmark, Member authorizes Landmark to enter Member's business premises for the purpose of ensuring that Member is in compliance with this Agreement and Member specifically authorizes Landmark to perform an audit of Member's operational controls, risk management practices, staffing and the need for training and ongoing support, and information technology infrastructure.
- 13.5.** Landmark shall have the right to review available reports of independent audits performed at the Member location related to information technology, any Service and any associated operational processes.
- 13.6.** Landmark shall have the right to mandate specific internal controls, as they relate to any Service, at Member's location(s) and Member shall comply with any such mandate.
- 13.7.** If requested by Landmark, Member will complete a self-assessment of Member's operations, management, staff, systems, internal controls, training and risk management practices as they relate to any Service and provide results to Landmark.
- 13.8.** If Member refuses to provide the requested financial information, or if Landmark concludes, in its sole discretion, that the risk of Member is unacceptable or if Member violates this Agreement or the Rules, or if Member refuses to give Landmark access to Member's premises, Landmark may terminate any Service and/or this Agreement.

14. Term and Termination.

- 14.1.** This Agreement and any Addendum shall be effective when (i) agreed to in writing or electronically by an Authorized Representative of Member and accepted by Landmark, and (ii) Member delivers to Landmark all documents and information, including any Application and/or Set-Up Form(s) and electronic data reasonably required by Landmark prior to commencing to provide the Service(s). Landmark will determine the adequacy of such documentation and information in its sole discretion and may refuse to provide any Services to Member until adequate documentation and information are provided.
- 14.2.** This Agreement and/or any Addendum shall continue in effect until terminated by either party with thirty (30) days prior written notice to the other, provided that Member may terminate this Agreement or any Addendum immediately by providing written notice to Landmark within fifteen (15) days of the effective date of a change in terms or amendment to this Agreement or any Addendum that is not acceptable to Member. Either party may terminate an Addendum in accordance with the provisions of this Section without terminating either this Agreement or any other Addendum. Upon termination of this Agreement or any Addendum, Member shall, at its expense, return to Landmark, in the same condition as when delivered to Member, normal wear and tear expected, all property belonging to Landmark and all proprietary material delivered to Member in connection with the terminated Service(s).
- 14.3.** If an Addendum is terminated in accordance with this Agreement, Member must contact Landmark for instructions regarding the cancellation of all future-dated payments and transfers. Landmark may continue to make payments and transfers and to perform other Services that Member has previously authorized or may

subsequently authorize; however, Landmark is not under any obligation to do so. Landmark will not be liable if it chooses to make any payment or transfer or to perform any other Services that Member has previously authorized or subsequently authorizes after an Addendum had terminated.

- 14.4.** Any termination of the Agreement or any Addendum shall not affect any of Landmark's rights and Member's obligations with respect to Entries or Transactions initiated by Member prior to such termination, or the payment obligations of Member with respect to services performed by Landmark prior to termination, or any other obligations that survive termination of this Agreement.
- 14.5.** Notwithstanding the foregoing, Landmark may, without prior notice, terminate this Agreement and/or terminate or suspend any Service(s) provided to Member pursuant hereto (i) if Member or Landmark closes any Account established in connection with the Services; (ii) if Landmark determines that Member has failed to maintain a financial condition deemed reasonably satisfactory to Landmark to minimize any credit or other risks to Landmark in providing Services to Member, including but not limited to the commencement of a voluntary or involuntary proceeding under the United States Bankruptcy Code or other statute or regulation relating to bankruptcy or relief of debtors; (iii) in the event of a material breach, default in the performance or observance of any term, or material breach of any representation, covenant or warranty by Member; (iv) in the event of default by Member in the payment of any sum owed by Member to Landmark hereunder or under any note or other agreement; (v) if there has been a seizure, attachment or garnishment of Member's Account(s), assets or properties; (vi) if Landmark believes immediate action is necessary for the security of Landmark or Member funds; (vii) in the event of termination of a third party contract by Member or Landmark which is necessary for the performance of one or more Services; or (viii) if Landmark reasonably believes that the continued provision of Service(s) in accordance with the terms of this Agreement or any Addendum would violate federal, state or local laws or regulations or would subject Landmark to unacceptable risk of loss. In the event of any termination hereunder, all Service Fees due Landmark under this Agreement as of the time of termination shall become immediately due and payable. Notwithstanding any termination, this Agreement shall remain in full force and effect with respect to all transactions initiated prior to such termination.

15. Limitation of Liability; Disclaimer of Warranties.

- 15.1.** Except to the extent otherwise required by law, the liability of Landmark in connection with the Services will be limited to actual damages sustained by Member and only to the extent such damages are a direct result of Landmark's gross negligence, willful misconduct or bad faith. In no event shall Landmark be liable for any punitive, consequential, special or indirect loss or damage that Member may suffer or incur in connection with the Services, including, without limitation, attorneys' fees, lost earnings or profits, loss or damage from subsequent wrongful dishonor resulting from Landmark's acts, or for any indemnification claim, whether contractual, equitable or other, regardless of whether the likelihood of such claim, loss or damage was known by Landmark and regardless of the basis, theory or nature of the action on which a claim is asserted. Except to the extent otherwise required by law, Landmark's aggregate liability to Member for all losses, damages, and expenses incurred in connection with any single claim shall not exceed an amount equal to the monthly

billing paid by, charged to or otherwise assessed against Member for Services over the six (6) month-period immediately preceding the date on which the damage or injury giving rise to such claim is alleged to have occurred. Notwithstanding any of the foregoing, for transactions which are subject to Article 4A of the UCC, Landmark shall be liable for such damages as may be required or provided under Article 4A or the Fedwire Regulations, as applicable, except as otherwise agreed in this Agreement. This Agreement is only between Landmark and Member, and Landmark shall have no liability hereunder to any third party.

- 15.2.** Notwithstanding the foregoing, but subject to Member's compliance with the requirements of Section 11, if Member incurs a loss pursuant to a transaction that Member has properly processed through the Services, due to Landmark's gross negligence or willful misconduct in the handling of such transaction, Landmark will be responsible for returning any improperly transferred funds, with interest at the rate paid by Landmark at such time on statement savings accounts, from the date of such error to, but not including, the date such funds are returned to the Account from which the funds were withdrawn and for directing to the proper recipient any payments or transfers that were previously misdirected or not completed. **Re-crediting of member's account and re-directing of payments and transfers, and interest only, as provided in the immediately preceding sentence, shall constitute Landmark's entire liability for such incomplete or incorrect payments or transfers, and member agrees that it shall not be entitled to any other recovery or relief.** At Landmark's option, payment of such interest may be made by crediting an Account of Member with Landmark.
- 15.3.** Except to the extent required by law, or as otherwise expressly provided in this Agreement, Landmark shall not be liable for any loss, damage or injury caused by any act or omission of any third party; for any charges imposed by any third party; or for any loss, damage or injury caused by any failure of the hardware or software utilized by a third party to provide Services to Member. Landmark shall not be liable for any damages arising from a failure to perform or delay due to fire, power failure, power surge, natural disaster, war, civil commotion, labor dispute, failure in communication networks, legal process or any other event beyond its control.
- 15.4.** Landmark shall not be liable or responsible for damages incurred as a result of data supplied by Member that is inaccurate, incomplete, not current or lost in transmission. It is understood that Landmark assumes no liability or responsibility for the inaccuracy, incompleteness, or incorrectness of data as a result of such data having been supplied to Member through data transmission.
- 15.5.** Landmark is not liable for failing to act sooner than required by any Addendum or applicable law. Landmark also has no liability for failing to take action if Landmark had discretion not to act.
- 15.6.** Landmark shall not be responsible for Member's acts or omissions (including, without limitation, the amount, accuracy, timeliness of transmittal or due authorization of any entry, funds transfer order or other instruction received from Member) or the acts or omissions of any other person, including, without limitation, any Automated Clearing House processor, any Federal Reserve, Landmark, any financial institution or bank, any transmission or communication facility, any receiver or receiving depository financial institution, including, without limitation, the return of an entry or rejection of a funds transfer order by such receiver or receiving depository financial institutions, and no such person shall be deemed Landmark's agent.

Landmark shall be excused from failing to transmit or delay in transmitting an entry or funds transfer order if such transmittal would result in Landmark's having exceeded any limitation upon its intra-day net funds position established pursuant to Federal Reserve guidelines or otherwise violating any provision of any risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority. In no event shall Landmark be liable for any damages resulting from Landmark's action or inaction which is consistent with regulations issued by the Board of Governors of the Federal Reserve System, operating circulars issued by a Federal Reserve Landmark or general banking customs and usage. To the extent required by applicable laws, Landmark will compensate Member for loss of interest on funds as a direct result of Landmark's failure to comply with such laws in executing electronic transfers of funds, if such failure was within Landmark's control.

- 15.7. Except as otherwise set forth in this agreement, member expressly agrees that use of the services is at member's sole risk, and the services are provided "as is." Landmark and its service providers and agents do not make and expressly disclaim any warranties, either expressed or implied, with respect to the services, including without limitation any implied warranties of merchantability, fitness for a particular purpose, title or non-infringement of intellectual property rights or that the services will be uninterrupted or error-free, without breaches of security or without delays. In those states that do not allow the exclusion or limitation of liability, the liability of Landmark and its service providers and agents is limited to the fullest possible extent permitted by law.**
- 15.8. In the performance of the services under this agreement, Landmark shall be entitled to rely solely on the information, representations, and warranties provided by member pursuant to this agreement, and shall not be responsible for the accuracy or completeness thereof. Landmark shall be responsible only for performing the services expressly provided for in this agreement and shall be liable only for its gross negligence or willful misconduct in performing those services. Landmark shall not be responsible for member's acts or omissions (including, without limitation, the amount, accuracy, timeliness of transmittal or authorization of any entry or transaction instruction received from member) or those of any other person, including, without limitation, any Federal Reserve Bank, ACH operator or transmission or communications facility, any receiver or RDFI (including, without limitation, the return of any entry by such receiver or RDFI), and no such person shall be deemed Landmark's agent. member agrees to indemnify Landmark against any loss, liability or expense (including attorneys' fees and costs) resulting from or arising out of any claim of any person that Landmark is responsible for any act or omission of member or any other person described in this section.**
- 15.9. In no event shall Landmark be liable to member for any consequential, special, incidental, punitive or indirect loss or damage which member may incur or suffer in connection with this agreement or any service, whether or not the likelihood of such damages was known or contemplated by Landmark and regardless of the legal or equitable theory of liability which member may assert, including, without limitation, loss or damage from subsequent wrongful dishonor resulting from Landmark's acts or omissions pursuant to this agreement.**
- 15.10. Without limiting the generality of the foregoing provisions, Landmark shall be excused from failing to act or delay in acting if such failure or delay is caused**

by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond Landmark's control. In addition, Landmark shall be excused from failing to transmit or delay in transmitting an entry or completing a transaction if such action would result in Landmark's having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in Landmark's reasonable judgment otherwise would violate any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. Governmental Regulatory Authority.

- 15.11.** Subject to the foregoing limitations, Landmark's liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the Average Federal Funds Rate at the Federal Reserve Bank of New York for the period involved. At Landmark's option, payment of such interest may be made by crediting the account.
- 15.12.** Landmark and Member acknowledge and agree that the limitations of liability in this Section 15 are a bargained for allocation of risk and liability, and the parties agree to respect such allocation of risk and liability. Member acknowledges and agrees that Landmark would not enter into this Agreement without the limitations of liability set forth in this Section.
- 15.13.** The provisions of this Section 15 shall survive termination of this Agreement.

16. Failure to Perform. Landmark may delay, suspend or fail to perform any Service or its responsibilities under this Agreement or any Addendum, and will not be responsible for any loss resulting therefrom if such delay, suspension or failure to perform is not caused solely by Landmark's willful misconduct or results directly or indirectly, in whole or part from: a) the occurrence of events beyond Landmark's reasonable control, including, but not limited to, wars, riots, actual or threatened terrorist attacks, civil insurrection, strikes, natural disasters, pandemics, power outages or communications, equipment, software or hardware, network or system failures, malfunctions or interruptions; b) use of the Internet or any virus, spyware or similar device that affects Member's computers; c) Member's violation of any terms of this Agreement or any other agreement with Landmark; d) Member's negligence or intentional misconduct; e) Member's violation of any applicable law, regulation, rule or other requirement applicable to Member's use of any Service; f) questions or disputes regarding the ownership of funds in Member's accounts or authorization to access or use a Service; g) an actual or suspected breach of the Security Procedures; h) actual or suspected use of any Service or account for illegal or fraudulent purposes; or i) Landmark's reasonable belief that use of a Service is prohibited by applicable law. Landmark's sole obligation arising from or relating to the non-availability of a Service or an interruption or delay in any Service shall be limited to commercially reasonable efforts to resume the Service.

17. Indemnification; Cooperation.

- 17.1.** Member shall indemnify and hold Landmark harmless from any and all liabilities, losses, damages, costs and expenses of any kind (including, without limitation, the reasonable fees and disbursements of counsel in connection with any investigative, administrative or judicial proceedings, whether or not Landmark shall be designated a party thereto) which may be incurred by Landmark due to any third party claim against Landmark relating to or arising out of:
- (i) any claim of any person that (a) Landmark is responsible for any act or omission of Member or (b) a Member payment order contravenes or compromises the rights, title or interest of any third party or contravenes any law, rule, regulation, ordinance, court

order or other mandate or prohibition with the force or effect of law;
(ii) any failure by Member to observe and perform properly all of its obligations under this Agreement or any wrongful act of Member or any of its Affiliates;
(iii) any breach by Member of any of its warranties, representations, covenants or agreements;
(iv) any action taken by Landmark in reasonable reliance upon information provided to Landmark by Member or any Affiliate or subsidiary of Member; and
(v) any legal action that Landmark responds to or initiates, including any interpleader action Landmark commences, involving Member or Member's Account(s), including without limitation, any state or federal legal process, writ of attachment, execution, garnishment, tax levy or subpoena.

17.2. The foregoing indemnity will not apply if and to the extent expressly prohibited or restricted by the laws governing Member or Member's Account.

17.3. The provisions of this Section 17 shall survive termination of this Agreement.

17.4. If any damages for which Landmark or Member may be liable to each other or to a third party pursuant to any Services provided under this Agreement, Landmark and Member will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elects to pursue against a third party.

18. Force Majeure. Neither party shall bear responsibility for non-performance of this Agreement to the extent that such non-performance is caused by an event beyond that party's control, including, but not necessarily limited to, fire, casualty, breakdown in equipment or failure of telecommunications or data processing services, lockout, strike, unavoidable accident, act of God, riot, terrorist act, epidemic, pandemic, quarantine, war or the enactment, issuance or operation of any adverse governmental law, ruling, regulation, order, decree or an emergency that prevents Landmark or Member from operating normally.

19. Documentation.

19.1. The parties acknowledge and agree that all documents evidencing, relating to or arising from the parties' relationship may be scanned or otherwise imaged and electronically stored and the originals (including manually signed originals) destroyed. The parties agree to treat such imaged documents as original documents and further agree that such reproductions and copies may be used and introduced as evidence at any legal proceedings including, without limitation, trials and arbitrations relating to or arising under this Agreement.

19.2. All information entries, Security Procedures and related records used by Landmark for transactions contemplated by this Agreement shall be and remain Landmark's property. Landmark may, at its sole discretion, make available such information upon the Member's request and at Member's expense.

20. Entire Agreement. Landmark and Member acknowledge and agree that this Agreement and any amendments hereto, all other documents incorporated by reference therein and Appendices, constitute the complete and exclusive statement of the agreement between them with respect to the Services and supersede any prior oral or written understandings, representations and agreements between the parties relating to the Services.

21. Amendments. Landmark may, at any time, amend this Agreement, the Services or

Addenda in its sole discretion and from time to time. Except as expressly provided otherwise in this Agreement, any such changes generally will be effective in accordance with the notice to Member as described below. Except in the event Member elects to terminate this Agreement and/or any Addendum in accordance with Section 14.2, Member will be deemed to accept any such changes if Member accesses or uses any of the Services after the date on which the change becomes effective. Member will remain obligated under this Agreement and any Appendices, including without limitation, being obligated to pay all amounts owing thereunder, even if Landmark amends this Agreement or any Appendices. Notwithstanding anything to the contrary in this Agreement or in any Addendum, if Landmark believes immediate action is required for the security of Landmark or Member funds, Landmark may immediately initiate changes to any Security Procedures and provide prompt subsequent notice thereof to Member.

22. Severability. If any provision of this Agreement shall be determined by a court of competent jurisdiction to be unenforceable as written, that provision shall be interpreted to achieve, to the extent permitted by applicable law, the purposes intended by the original provision, and the remaining provisions of this Agreement shall continue intact. If any statute, regulation or government policy to which Landmark is subject and that governs or affects the transactions contemplated by this Agreement would invalidate or modify any portion of this Agreement, then this Agreement or any part thereof shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and Landmark shall incur no liability to Member as a result of Landmark's compliance with such statute, regulation or policy.

23. Assignment and Delegation. Landmark may assign any of its rights or delegate any of its responsibilities in whole or in part without notice to or consent from Member. Member may not assign, delegate or otherwise transfer its rights or responsibilities under this Agreement or any Addendum without Landmark's prior written consent, which consent Landmark may grant or withhold in its sole discretion.

24. Successors. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns.

25. Non-Waiver. No deviation from any of the terms and conditions set forth or incorporated in this Agreement shall constitute a waiver of any right or duty of either party, and the failure of either party to exercise any of its rights hereunder on any occasion shall not be deemed to be a waiver of such rights on any future occasion.

26. Governing Law, Jurisdiction and Venue. Any claim, controversy or dispute arising under or related to this Agreement shall be governed by and interpreted in accordance with federal law and, to the extent not preempted or inconsistent therewith, by the laws of the State of Wisconsin. If any provision of this Agreement is determined by a Court of competent jurisdiction to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable and all remaining provisions shall remain in full force and effect. The parties agree that any dispute arising out of or relating to this Agreement, any Addendum or the Services shall be brought exclusively in the state or federal courts located in Brookfield, Wisconsin.

27. Notices, Instructions, Contacts.

- 27.1.** Except as otherwise expressly provided in this Agreement or in an Addendum applicable to a specific Service, all notices, communications or inquiries to Landmark, including without limitation all notices that are required or permitted to be given by Member (including all documents incorporated herein by reference) arising from or relating to this Agreement or any Service shall be delivered to Landmark as follows: by first shall be made to Landmark as follows:

Mail (delivered by first class mail, postage prepaid or by reputable overnight courier with proof of delivery):

Landmark Credit Union
Attn: Treasury Management Department
P.O. Box 510870
New Berlin, WI 53151

Phone: Monday – Friday, 8:30 a.m. to 5:00 p.m. (CT) at 1-262-796-4800.
Email: treasurymanagement@landmarkcu.com

PLEASE NOTE: Regular email is NOT secure. Member shall not send confidential or sensitive information, such as a social security number, account number, personal identification number or Password within the body of an email or any attachments thereto.

All notices to Member arising from or relating to this Agreement, any Addendum or any Service shall be delivered by secure email or first class mail, postage prepaid, or reputable overnight courier with proof of delivery, addressed to Member at the Member's primary address as reflected in Landmark's records as of the date of such notice. Mailed notices to Member shall be effective upon receipt. Notices to Member provided by email are effective on sending, unless Landmark receives an automated message that the email has not been delivered. Notices to Landmark are effective upon actual receipt.

- 27.2.** Member authorizes Landmark to, and Member agrees that Landmark may, send any notice or communication that Landmark is required or permitted to give to Member under this Agreement, including but not limited to notice of any change to the Services, this Agreement or any Addendum, to Member's business mailing address or Member's business email address as it appears on Landmark's records or electronically by posting the notice on Landmark's website, on or with an Account statement or via facsimile and that any such notice or communication will be effective and deemed delivered when provided to Member in such a manner. Member agrees to notify Landmark promptly about any change in Member's business mailing or Member's business email address and acknowledges and agrees that no such change will be effective until Landmark has had a reasonable opportunity to act upon such notice. Member agrees that Landmark may consider any such notice or communication as being given to all Account owners when such notice or communication is given to any one Account owner.

28. Jury Trial Waiver. Landmark and member each agree that neither Landmark nor member shall (i) seek a jury trial in any lawsuit, proceeding, counterclaim, or any other action based upon, or arising out of, this agreement or any account or the dealings of or the relationship between landmark and member, or (ii) seek to consolidate any such action with another in which a jury trial cannot be or has not been waived. The provisions of this section shall be subject to no exceptions. Neither Landmark nor member has agreed with or represented to the other that the provisions of this section will not be fully enforced in all instances. Landmark and member each acknowledge that this waiver has been knowingly and voluntarily made. The provisions of this Section 27 shall survive termination of this Agreement.

29. Beneficiaries. This Agreement is for the benefit only of the parties hereto, as evidenced by their signatures above, and is not intended to and shall not be construed as granting any rights to or otherwise benefiting any other person.

30. Recording of Communications. Member and Landmark agree that all telephone conversations or data transmissions between them or their agents made in connection with this Agreement or any Addendum may be recorded and retained by either party by use of any reasonable means. Landmark shall not be obligated to make such recordings.

31. Signature. The parties acknowledge and agree that this Agreement and any Addendum may be executed and delivered by facsimile or electronically and that a facsimile or electronic signature shall be treated as and have the same force and effect as an original signature. Notwithstanding the foregoing, Landmark may, in its sole and exclusive discretion, also require Member to deliver this Agreement and any Addendum with an original signature for its records.

32. Relationship. Member and Landmark are not, and Member and Landmark's licensors are not, partners, joint venturers or agents of each other as a result of this Agreement.

33. Additional Representations and Warranties. For purposes of this Section, "Governmental Unit" means (A) any town, city, school district or school administrative unit of any nature, water district, sewer district, sanitary district, housing authority, hospital district, municipal electric district, county or other political subdivision, government agency, bureau, department or other instrumentality, or quasi-governmental corporation or entity defined by applicable law, and (B) any state government or any agency, department, bureau, office or other instrumentality thereof.

- (a) If Member is a Governmental Unit of the type included in (A) above, Member and the individual entering into this Agreement represent, warrant and agree:
 - (i) That this Agreement has been duly executed by the Treasurer, Finance Director, or other financial officer authorized by law to make disbursements of governmental funds and enter into binding agreements with Landmark on behalf of Member;
 - (ii) That this Agreement has been duly authorized by a vote of the governing body of Member that was duly called and noticed, at which the necessary majority voted to authorize this Agreement, as evidenced by the certification of the Secretary of the governing body and provided with this Agreement, or as otherwise provided and evidenced by the governing body of Member and supported by applicable law;
 - (iii) That only persons authorized to disburse municipal funds from any Account will be enrolled as Authorized Users having access to wire transfer, automated clearing house ("ACH") or Account transfer functions;
 - (iv) That if this Agreement remains in effect for more than one budget year, Member will ratify the renewal of this Agreement in subsequent years, and provide evidence thereof to Landmark upon Landmark's request; and
 - (v) That this Agreement is the valid and binding obligation of Member, enforceable against Member in accordance with its terms.
- (b) If Member is a Governmental Unit of the type included in (B) above, Member and the individual entering into this Agreement represent, warrant and agree:
 - (i) That this Agreement has been duly executed by a financial officer authorized by law to make disbursements of governmental funds and enter into banking agreements on behalf of Member;

- (ii) That this Agreement has been duly authorized by a senior officer of Member;
 - (iii) That Member has complied with all state laws and regulations, including any regulations or policies adopted by Member with respect to electronic commerce in entering into and performing this Agreement and any related ACH or wire transfer agreement;
 - (iv) That only persons authorized to disburse Member funds from any Account will be enrolled as Authorized Users having access to wire transfer, ACH or Account transfer functions; and
 - (v) That this Agreement is the valid and binding obligation of Member, enforceable against Member in accordance with its terms.
- (c) For a Member of the type included in either (A) or (B) above, Member and the individual entering into this Agreement further represent, warrant and agree:
- (i) That upon Landmark's request, Member shall provide evidence of those persons authorized to disburse Member funds as described in (a) (iii) and (b) (iv) above;
 - (ii) That upon Landmark's request, Member will certify its compliance with (a) or (b), as applicable, on an annual basis; and
 - (iii) That Member will provide notice to Landmark if any person authorized to disburse Member funds as described in (a)(iii) and (b)(iv) is no longer so authorized or his/her position of such authority is terminated for any reason.

34. Use of Services with Designated Related Entities. Landmark, at its sole and exclusive discretion, may allow up to three entities to designate the same Authorized Representative to serve as an Administrator for all of the accounts owned by the entities ("Designated Related Entities" as defined below). This Section governs use of the Services by Designated Related Entities, as applicable, and as may be approved by Landmark from time to time, in Landmark's sole and exclusive discretion.

34.1. This Section covers:

- (i) Landmark's provision of the Services described in and associated with this Agreement to any of Member's Designated Related Entities in relation to each such party's own Accounts with Landmark;
- (ii) viewing the Accounts of Member's Designated Related Entities ("View Access");
- (iii) transfers of funds between and among Member's Accounts and the Accounts of any Designated Related Entities ("Internal Transfers"); and (iv) transfers of funds from the Account(s) of Member and/or any Designated Related Entities to third parties by ACH or wire transfer, where applicable, as and when approved by Landmark in its sole and exclusive discretion ("External Transfers").

The permitted scope of View Access, Internal Transfers and External Transfers is described in this Section.

- 34.2.** Consistent with this Section, Member and all Designated Related Entities agree, jointly and severally, to be bound by and liable for the terms and conditions set forth in this Agreement and agree that each obligation of Member shall be performed by and be the responsibility of all of them. Without limiting the foregoing, Member and each Designated Related Entity shall be jointly and severally liable for (a) the use of any of the Services as described herein, (b) any fees due with respect to the Services, (c) any overdraft resulting from use of the Services, and (d) any post-dated instructions or transfers, including Internal Transfers and External Transfers, which may be initiated by any Authorized User based on the roles assigned by the Administrator .

- 34.3.** For purposes of this Section, “Designated Related Entity” means any business or legal entity related to or affiliated with Member, that:
- (i) desires, by means of the Services, to authorize and engage in the View Access, Internal Transfers and External Transfers described in this Section;
 - (ii) directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with Member (where “control,” “controls” and “controlled” for this purpose means a Landmark-approved level of legal affiliation with Member, and/or common ownership of the shares or other equity interests entitled to vote for the election of directors or otherwise select the person(s) authorized to manage an entity, in Landmark’s sole and exclusive discretion);
 - (iii) has at least one common Account Signer who will be designated as Administrator under this Agreement; and
 - (iv) Member designates the Administrator to Landmark and identifies all Designated Related Entities in writing or otherwise in accordance with the requirements of the Services and such other application, schedule, exhibit, Set-Up Form or other form or document as Landmark may require from time to time (hereinafter collectively referred to as a “Designated Related Entity Access Form”).
- Subject to Landmark’s approval, each Designated Related Entity hereby authorizes and requests Landmark to provide the Services to each Designated Related Entity as may be requested by Member from time to time, acting as agent for each Designated Related Entity. Member is authorized to designate which Accounts of Designated Related Entities with Landmark (which may include all such Accounts) shall be accessed using the Services and which of the Services shall be used in conjunction with each Designated Related Entity or account. Landmark is hereby authorized and directed by each Designated Related Entity to accept instructions from Member, as agent for Designated Related Entity, with respect to any and all Services provided to Designated Related Entity from time to time under this Agreement.

34.4. Rights under this Section.

- 34.4.1.** Without limiting the foregoing, upon implementation, Member shall have the ability hereunder, upon direction of Member’s Administrator, and/or Authorized User(s) designated by Member’s Administrator, and without inquiry by or notice from Landmark, to access and utilize the Services described in this Agreement in conjunction with the Account(s) of Member and/or any Designated Related Entities. Subject to Landmark’s prior approval, in its sole and exclusive direction, such use may include:
- (i) View Access to the Account(s) of any Designated Related Entity;
 - (ii) initiating or otherwise engaging in Internal Transfers involving the Account(s) of any Designated Related Entity; and
 - (iii) initiating or otherwise engaging in External Transfers involving the Account(s) of any Designated Related Entity.
- 34.4.2.** Without limiting the foregoing, upon implementation, each Designated Related Entity shall have the ability hereunder, upon direction of Member’s Administrator, and/or Authorized User(s) designated by Member’s Administrator, and without inquiry by or notice from Landmark, to utilize the Services described in this Agreement and any Addendum in conjunction with the Account(s) of Member or any Designated Related Entities. Subject to Landmark’s prior approval, in its sole and exclusive direction, such use may include:
- (i) View Access to Member’s Account(s) or of any other Designated Related Entity;

(ii) initiating or otherwise engaging in Internal Transfers involving Member's Account(s) or of any other Designated Related Entity; and (iii) initiating or otherwise engaging in External Transfers involving Member's Account(s) or of any Designated Related Entity.

34.4.3. Without limiting the foregoing, individual or daily transfers between Accounts may be made in any amount not exceeding the Available Balance in the Account from which the transfers are made. Landmark reserves the right to limit the frequency and dollar amount of transfers from the Accounts for security reasons. In addition, Member's and each Designated Related Entity's ability to transfer funds between certain Accounts is limited by law and as set forth in each Account Agreement between Landmark and Member or Landmark and the applicable Designated Related Entity.

34.5. Acknowledgments.

34.5.1. Member and each Designated Related Entity acknowledge and agree that, pursuant to the terms hereunder, Member and each Designated Related Entity, acting through any Authorized User designated by Member's Administrator (including whether or not a signer on a Designated Related Entity's Account(s)) and as applicable, will be permitted to view the Account(s) of Member or any Designated Related Entity, to initiate Internal Transfers and to engage in External Transfers. Member and each Designated Related Entity also acknowledge and agree that, pursuant to the terms hereof and subject to Landmark's prior approval, in Landmark's sole and exclusive discretion, Member and each Designated Related Entity may also be permitted to utilize additional Services involving the Account(s) of Member or any Designated Related Entity. Member and each Designated Related Entity hereby expressly acknowledge and agree to comply with, abide and be governed by the terms described in this Agreement regarding their respective use of the Services. Without limiting the foregoing, Member and each Designated Related Entity agree that an Internal Transfer or External Transfer initiated by an Authorized User employed by any of them (or by any person utilizing the Security Procedures applicable to such Authorized User) shall be deemed an act of an Authorized User of Member or the Designated Related Entity whose funds are affected by such transfer, and all of the terms and conditions of this Agreement shall apply to such transfer as if it had been ordered by such Member or Designated Related Entity.

34.5.2. Member specifically acknowledges and agrees that its rights with respect to the Account(s) of each Designated Related Entity are limited to those rights specifically described in this Section, and that other features of the Services described in the Agreement or any Addendum may or may not be made available with respect to any Designated Related Entity's Account(s).

34.5.3. Each Designated Related Entity specifically acknowledges and agrees that its rights with respect to Member's Account(s) and of each other Designated Related Entity are limited to those rights specifically described in this Section, and that other features of the Services described in this Agreement or any Addendum may be made available with respect to Member's Account(s) or the Account(s) of any other Designated Related Entity at Landmark's sole and exclusive discretion.

34.5.4. Member and each Designated Related Entity acknowledge and agree that: (a) each Administrator and Authorized User designated with access authority to the Services will have the ability to exercise the rights described herein with regard to both Member's and each Designated Related Entity's Account(s); (b) each Administrator

of Member and each Authorized User designated by such Administrator(s) shall be deemed to be an Authorized User of each Designated Related Entity, subject to such limitations, restrictions and other requirements designated by the Administrator(s) for each Authorized User with respect to each Account of each Designated Related Entity; and (c) all Authorized Users of a Designated Related Entity may be designated by such Administrator(s) as an Authorized User of Member and all other Designated Related Entities, subject to such limitations, restrictions and other requirements designated by the Administrator(s), and as otherwise provided under the terms herein.

- 34.5.5.** Member may remove or add additional Designated Related Entities, or additional Accounts of current or future Designated Related Entities, to this arrangement without notice to, or the knowledge or consent of, any current Designated Related Entity.
- 34.5.6.** Member may add additional Administrator(s) and/or Authorized User(s) to this arrangement without the knowledge or consent of any other Designated Related Entity. Such Administrator(s) and/or Authorized User(s) may or may not be signers on the Designated Related Entity's Account(s), in which case funds can be transferred to or from any Designated Related Entity's Account(s) by individuals who are not signers on the Designated Related Entity's Account(s).
- 34.5.7.** Member and each Designated Related Entity acknowledge and agree that Landmark did not at any time solicit Member and/or any Designated Related Entity for activation of this arrangement, and that Landmark is providing the arrangement as an accommodation to and at the express request of Member and each Designated Related Entity.
- 34.5.8.** Member and each Designated Related Entity acknowledge and agree that Member and each Designated Related Entity are all responsible for reviewing and understanding any negative impact on Member or any Designated Related Entity that may arise due to this arrangement or allowance of these affiliated-entity access services (for example, loss of any insurance coverage, increased possibility of liability for obligations or actions of each other in insolvency or otherwise, and increased losses due to unauthorized transactions).
- 34.5.9.** Member and each Designated Related Entity acknowledge and agree that Landmark shall have no obligation to allow any person or entity to become a Designated Related Entity with respect to this arrangement, to allow any Account of any person or entity to be added to this arrangement, or to provide or continue to provide this arrangement for any Designated Related Entity or Account. Landmark may also, at any time and from time to time, establish limits on or eligibility criteria for the types or number of Designated Related Entities or Accounts for which this arrangement is provided.
- 34.5.10.** Member acknowledges and agrees that it is responsible for all acts and omissions of its employees, agents, officers, directors and others in connection with each Service provided pursuant to a Service Addendum. Member acknowledges that it is solely responsible for selecting, hiring and monitoring the activities of such persons, including any activities related to each Service it obtains from Landmark.
- 34.6. Representations, Warranties and Covenants.**
- 34.6.1.** Member and each Designated Related Entity represent, warrant and covenant that any and all transfers and commingling of funds that may occur via the Services and as described herein, and all other aspects of the rights with respect to the Account(s)

of Member and each other Designated Related Entity, have been and will be duly authorized by all necessary parties, including, without limitation, the accountholder of each Account, and that Member and each Designated Related Entity have obtained, and shall maintain in their regular business records and make available to Landmark upon reasonable demand for a period of six (6) years after the termination of this Agreement or any Services, adequate documentary evidence of such authorization from the accountholder of each Account, executed by the duly authorized officer(s) of each such accountholder in accordance with that accountholder's organizational requirements.

34.6.2. Member and each Designated Related Entity further covenant and agree that: (a) each transfer or any commingling of funds that may occur via the Services and described herein shall not be in violation of any of their internal policies and procedures, nor be in violation of any applicable federal, state or local statute, ordinance, regulation or rule of law, or of any decree, judgment or order of any judicial or administrative authority; and (b) this Agreement has been duly authorized by all necessary organizational action and are the valid and binding agreements of each of them, enforceable in accordance with their terms.

34.7. Ongoing Member Responsibilities. Member and each Designated Related Entity shall have the sole responsibility, on an ongoing basis, for:

- (i) Monitoring the features and capabilities of the Services and assessing the propriety of continuing its enrollment in the Services and its continuing participation in this arrangement (which includes Member's authority and ability to designate additional Designated Related Entities, additional Accounts, and additional Authorized Users);
- (ii) Obtaining from Member updated listings of all Designated Related Entities, Accounts and Authorized Users under this arrangement, together with such further information concerning such Designated Related Entities, Accounts and Authorized Users as the Designated Related Entity deems necessary;
- (iii) Obtaining from Member (including through Member's Administrator(s)) the level of access (e.g., "View" only or "Full") provided to each Authorized User, and determining the propriety of that level of access; and
- (iv) Establishing and maintaining appropriate procedures to account for its funds and transactions in its Accounts.

34.8. Modifications. Member and each Designated Related Entity acknowledge and agree that additional Designated Related Entities may be added to this arrangement by request of Member, subject to Landmark's approval in Landmark's sole and exclusive discretion. A Designated Related Entity may be removed from this arrangement by request of Member, or by action of Landmark. Each Designated Related Entity hereby approves of the addition or removal, at any time, of other Designated Related Entities, Accounts and Authorized Users as provided herein, without notice to or further consent of such Designated Related Entity. Member and each Designated Related Entity acknowledge and agree that the addition of any new or deletion of any current Designated Related Entity(ies) to this arrangement shall require the execution and delivery of an appropriate form(s) by Member, and by any new Designated Related Entity(ies) in Landmark's sole discretion, which documents shall be considered a part of this arrangement and otherwise attached hereto. Removal of a Designated Related Entity shall not relieve that Designated Related Entity of any contingent or matured obligation incurred hereunder prior to that removal.

34.9. Indemnification. Without limiting anything else contained herein, Member and each Designated Related Entity shall indemnify Landmark in the manner described

in Section 16 of this Agreement against any actions, claims, proceedings, losses costs (including attorney’s fees) and claims asserted by or on behalf of Member, a Designated Related Entity , or by any third party, relating to or arising out of the use of any Service, Landmark’s compliance with the instructions of Member or any Designated Related Entity pursuant to this Agreement or any Service Addendum, including, without limitation, any claim that any transfer or deposit authorized pursuant hereto was wrongful as against any of Member, any Designated Related Entity, or any such third party. The foregoing indemnification obligation shall also apply, and Landmark shall have no liability whatsoever, in the event that any of the Services are used by Member and/or any current Designated Related Entity(ies) involving any new Designated Related Entity(ies) for which a new request has not been delivered to Landmark by Member, as described in Section 33.8 above.

35. Third-Party Service Provider Activities.

35.1. Member As a Third-Party Service Provider. Subject to Landmark’s prior approval and in its sole and exclusive discretion, Member may be permitted to use one or more of the Services provided hereunder on behalf of and in conjunction with Accounts that belong to Member’s clients, who may or may not otherwise be Members of Landmark, as well as on Member’s own behalf (hereinafter, when acting in such capacity, referred to as “Member As Service Provider”). Member shall execute any such other agreement(s) or documents as deemed necessary or appropriate by Landmark prior to the initiation or continuation by Member of any Services in such capacity. Member agrees that Landmark retains the right to reject any request by Member to engage in Member As Service Provider activities as well as any transactions initiated by Member in such capacity, in Landmark’s sole discretion.

36. Section Headings. The section headings used in this Agreement are only meant to organize this Agreement and do not in any way limit or define Member’s or Landmark’s rights or obligations.

<p>Member Name(s): _____</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>Landmark Credit Union</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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Schedule A
to Business Treasury Management Agreement

Security Procedures

To protect the confidentiality of personal and financial information, Member agrees to never send Landmark written communications containing Member's complete account numbers, debit card numbers and/or PINs or User Names and Passwords.

Member agrees that Landmark's security procedures as outlined in this Agreement and any Addendum to which Member and Landmark are parties are commercially reasonable. Member agrees that Landmark will use such security procedures to detect an unauthorized or incorrect transaction or request prior to accepting such request. Member further agrees that any file submissions or exceptions acted upon by Landmark following the applicable Security Procedures, whether authorized by Member or not and shall be treated as Member's authorized request.

Member acknowledges that the Security Procedures below are neither designed nor intended to detect errors in the content or verify the contents of a funds transfer by Member. Accordingly, any errors contained in a funds transfer instruction from Member shall be Member's responsibility, and Member shall be obligated to pay or repay (as the case may be) the amount of any such transfer.

If Member uses any method other than the Security Procedure set forth below to initiate a funds transfer, communicate, deliver, or transmit an Entry or other confidential information to Landmark, by doing so Member rejects the Security Procedure, chooses an alternative security procedure, agrees that such alternative security procedure may not be found to be commercially reasonable, and agrees to be bound by any Entry or instruction, whether or not authorized, that was issued in the Member's name and accepted by Landmark using the alternative security procedure selected by the Member.