



METROPOLITAN CAPITAL

Chicago | San Francisco | New York
312.640.2300

www.metcapbank.com

COMMERCIAL CASH MANAGEMENT AGREEMENT

What This Agreement Covers

This Commercial Cash Management Agreement (this "Agreement") between you and Metropolitan Capital Bank & Trust ("MCBT") governs your use of **MCBT Commercial Cash Management ("CCM")**, an electronic service that permits MCBT's customers to access financial services through the use of the Internet or any mobile application. Accounts and services provided by MCBT that you access through CCM may also be governed by other agreements with you.

This Agreement governs your use of CCM. This Agreement is the master agreement, and supersedes the provisions of any specific addendums of other agreements relating to your Accounts (collectively, "Service Agreements") to the extent that such Service Agreements are silent or inconsistent with the terms herein. In this Agreement, we will use the term "MCBT Commercial Cash Management" to refer to all services currently accessible by you through this Internet or mobile application based service. Additional services may be available in the future.

In addition to this Agreement and other Service Agreements that have been separately provided to you, our Privacy Policy also applies to your Accounts, but it is not legally binding except as required by applicable law. We suggest that you review these items in order to understand all of your relative rights and responsibilities in connection with your use of CCM. You may use CCM to access your Accounts through the Internet or mobile applications. Currently, you can access your savings, checking and loan accounts.

Terms Used in This Agreement

- "We," "us," "our" and "MCBT" refer to Metropolitan Capital Bank & Trust pursuant to this Agreement.
- "You" or "your" refers to the owner of an MCBT account.
- "Authorized Representative" refers to a person whom you authorize to transact business on your account.
- "Account" refers to any business deposit or loan account maintained at an FDIC-insured MCBT branch not used for personal, family or household purposes.
- "ACH Addendum" refers to the addendum to this Agreement that is required to activate the ACH module enabling ACH file and fund transfers.
- "Client Authorization" refers to your application by an authorized signer for CCM services.

Accepting the Agreement

You understand that by using CCM services or by authorizing others to use them, you have agreed to the terms and conditions of this Agreement and that no signature by you is required on this Agreement, but manual execution may be required by us. You agree to use CCM solely as provided in this Agreement. When any transfer, payment, online or mobile service generates items to be charged to your Account, you agree that we may debit your Account without requiring a signature by an Authorized Representative on the item and without prior notice to you.

We may, from time to time, introduce new CCM services. When this happens, we will update our website or mobile applications to include them. By using any CCM service, you agree to be bound by the terms contained in this Agreement and any other Service Agreements, as they may exist at that time. **In addition you agree to be bound by all applicable rules, regulations, statutes and laws of our clearinghouse, any governing regulatory agency, the State of Illinois and the United States of America, including but not limited to, all National Automated Clearinghouse (NACHA) guidelines and any Office of Foreign Assets (OFAC) enforced sanctions.**

Changes in Terms/Fees

We may change the CCM services and the terms, including fees, set forth in this Agreement, the Service Agreements, or otherwise, at any time. You will be notified of any such change as required by applicable law, either by mail, by an electronic message, by e-mail or by a posting on our website or mobile application. You understand that by using CCM after a change becomes effective, you have agreed to such change.

Maintaining Your Accounts

You agree to properly maintain your Accounts, to comply with the rules governing your Accounts, and to pay any fees associated with the use or maintenance of your Accounts. Any issue relating to an Account or a service with MCBT which you access through CCM shall be governed by our rules and by-law(s) specified in the agreement for that Account or service.

Your MCBT deposit and loan accounts that you link can be viewed and accessed in CCM, and all Internet or mobile application usage of such services shall be governed by this Agreement. Your Accounts will continue to be governed (for non-Internet or non-mobile application usage purposes) by the Terms and Conditions of your Account Agreements and your loan agreements, except where it is noted in this Agreement. This Agreement will control if there is a conflict between your other agreements (or if such agreements are silent) and this Agreement for CCM services. In addition, each Account and CCM service is subject to the following:

- Terms or instructions appearing on a screen or mobile device when using CCM services.
- MCBT's rules, procedures and policies applicable to your Accounts;
- Rules and regulations of any funds transfer system used in connection with CCM; and
- Applicable state and federal laws and regulations.

Access to MCBT Corporate Cash Management

You may access CCM and your Accounts to check balances, transfer funds, view transaction history, and view check images. To access this service, you must have **Access I.D.S** and **Passwords** and the required hardware and software. You are solely responsible for having the required hardware and software and for securing an Internet service provider. Subject to the terms of this Agreement, CCM will

generally provide access to your Accounts at www.metcapbank.com Internet site or through our mobile application seven days a week, 24 hours a day. A transfer requested through CCM before the transfer cutoff time on a business day (as defined below) will generally be posted to your Account on the same day. All transfers requested after the posted transfer cutoff time on a business day, or on a day that is not a business day, will be posted on the next business day.

At certain times, CCM may not be available due to system maintenance or circumstances beyond our control. During these times, you may use an automated teller machine ("ATM") or MCBT to obtain information about your Accounts.

Password and Access I.D.

You will be given PASSWORDS and ACCESS I.D.s with specific authorities and restrictions designated by you that will give you and each of your Authorized Representatives access to CCM. During the first logon session, you and each of your Authorized Representatives are required to change the Password we sent to you. Going forward, passwords can be changed online at any time for CCM. Online passwords are case sensitive and must be between four and six alpha and/or numeric characters with a minimum of four numeric characters. We recommend that passwords be changed regularly.

We are entitled to act on instructions received under your company's PASSWORDS and ACCESS I.D.s You are responsible for familiarizing all Authorized Representatives with the terms of this Agreement and for keeping your CCM PASSWORDS and ACCESS I.D.s confidential.

Electronic Mail (E-mail)

You can communicate with us via e-mail. Please remember that we will not immediately receive an electronic message sent by you. If you need to contact us immediately, please call 1-312-640-2300. No action will be taken on any electronic message you send to us until we actually receive your message and have a reasonable opportunity to act on it. You cannot use e-mail to make an account balance inquiry, a stop payment request or a funds transfer. You cannot use e-mail to cancel a transfer, or a loan payment. Never send us your ACCESS I.D.s or your PASSWORDS, your account numbers or other sensitive account information via e-mail.

COMMERCIAL CASH MANAGEMENT SERVICES

To use MCBT Commercial Cash Management, you need:

- An MCBT business checking account or business money market deposit account, or a business loan account located at any MCBT branch;
- Service through an Internet service provider or through our mobile application;
- Online ACCESS I.D.s and PASSWORDS for each Authorized Representative;
- A computer, Internet access with a compatible browser and 128-bit SSL (Secured Sockets Layer) encryption or access to our mobile application; and

[Other funds transfer provisions for MCBT Commercial Cash Management may require the execution of additional agreement(s).]

You may use CCM to:

- Transfer funds between your linked MCBT Accounts on either a one-time or a recurring basis.
- View previous-day balance information for your linked MCBT Accounts.
- Review transactions for the current statement cycle and transactions from your previous bank statement.
- Send us e-mail messages and questions regarding your online or mobile application banking.

Features, Transactions and Fees

Features and transactions are available as set forth on the attached schedule with corresponding fees. You will submit a form (*Cash Management Application*) that designates all the features you want. The corresponding fees relating to the selected features and authorized transactions will be aggregated and charged to a single Account of your choosing; however, the Account type must be an MCBT Commercial Checking account (allowing for all charges to be analyzed and potentially offset by earnings credits).

Account Access

You choose the MCBT Accounts that you want to access through CCM. You can also customize the authority of Authorized Representatives to access these accounts and you can limit their online or mobile application access time.

Business Days

Our business days ("Business Days") are Monday through Friday, except bank holidays. Although transfers are processed by MCBT on business days only, you can initiate a transaction through CCM 24 hours a day, seven days a week, except during maintenance periods; however, the transfer will be completed on the next business day.

ACH Credit and Debit Entries (If applicable and approved.)

We will initiate properly authorized and completed ACH credit and debit entries (subject to funds availability) on the later of the next business day or a future requested business day provided the requests are received by us prior to the posted online cutoff time and are in compliance with the MCBT *ACH* Addendum. You agree to comply with and be subject to the applicable NACHA Operating Rules (you hereby acknowledge receipt of a copy), as amended from time to time. Your specific duties and responsibilities set forth in this Agreement and the ACH Addendum shall in no way limit this undertaking.

Funds Transfer (Wire Transfer)

We will initiate properly authorized and completed Funds Transfer Requests, as defined by UCC 4A (subject to funds availability), that are communicated to us online on the date requested, provided the request is received by us prior to our posted online cutoff time and provided the request includes all required information. We may make payments solely on the basis of the account number provided, as proper identification of the intended beneficiary. We shall not be liable for any delay or refusal to honor instructions for a transfer or related act if, in good faith, we are unable to satisfy ourselves that the instructions are given by an Authorized Representative. Our failure to verify or authenticate the transactions shall not be evidence of any failure by us to exercise reasonable care or good faith. If you did not authorize a payment order, the applicable provisions of UCC 4A will govern with regard to liability.

If you engage in funds transfers, you must execute our Funds Transfer Procedures and Agreement form in addition to this Agreement.

We agree to make reasonable efforts to complete all fund transfers as requested. We will be responsible for acting only on those instructions actually received by us and cannot assume responsibility for malfunctions in communications facilities or acts of others not under our control that may affect the accuracy or timeliness of messages you send. We are not responsible if you provide incorrect instructions or if your instructions are not received prior to our published cutoff times.

You have no right to cancel or amend a transfer after we execute it. We may attempt to revoke an order that has not been executed if the request to revoke is received in a time, and manner that gives us a reasonable time and ability to act upon it, but we make no warranty as to our ability to revoke or cancel a transfer once it is made. You agree to hold us harmless against claims of third parties when you revoke or cancel any funds transfer instructions.

Stop Payment Request

We will accept online requests from an Authorized Representative to stop payment on any check, except for cashier's checks, official checks or other cash equivalent items. We will process requests received prior to the posted cutoff time on the same Business Day received. Requests received after the posted cutoff time will be processed on the next Business Day. We must receive a stop payment request at a time that will give us a reasonable opportunity to act on it prior to payment of the item. Generally stop payments are not processed until the cutoff time or later on the Business Day received by us.

STOP PAYMENT REQUESTS ARE NOT EFFECTIVE IF, EITHER BEFORE OR WITHIN 24 HOURS OF WHEN THE STOP PAYMENT REQUEST WAS PLACED, WE HAVE ALREADY CASHED THE ITEM OR BECOME OTHERWISE LEGALLY OBLIGATED FOR ITS PAYMENT. STOP PAYMENT REQUESTS ARE PROCESSED BY COMPUTER. WE WILL ASSUME NO RESPONSIBILITY IF ANY INFORMATION PROVIDED IS INCORRECT OR INCOMPLETE THAT WOULD CAUSE THE CHECK TO BE PAID (i.e., incorrect check number, amount, account number or date). ONCE PLACED, THE STOP PAYMENT ORDER WILL REMAIN IN EFFECT FOR SIX MONTHS FROM THE DATE WHEN IT WAS AUTHORIZED. AN AUTHORIZED REPRESENTATIVE MAY RENEW THE STOP PAYMENT ORDER FOR AN ADDITIONAL SIX-MONTH PERIOD WHEN THE EXPIRATION DATE ARRIVES. YOU ARE RESPONSIBLE FOR MONITORING THE EXPIRATION OF A STOP PAYMENT REQUEST. NO NOTICE WILL BE PROVIDED TO YOU THAT A STOP PAYMENT REQUEST IS EXPIRING.

A fee will be charged for each stop payment request and extension of a stop payment request. In order to cancel a stop payment request, an Authorized Representative is required to fax or deliver a written request to an MCBT branch. Stop payment requests cannot be canceled via e-mail.

GENERAL PROVISIONS

Term and Termination

Unless otherwise required by applicable law:

This Agreement will become effective upon your use of any CCM services and shall remain in full force and effect until termination in accordance with the following provisions. MCBT or you may terminate with ten(10) days' prior notice.

We may immediately terminate your electronic banking privileges without notice to you under any of the following conditions: (1) you do not pay any fee required by this Agreement when due; (2) you do not comply with any agreement governing your Accounts; or (3) any of your Accounts are not maintained in good standing. We may also terminate this Agreement or your use of all or any of the CCM services for any other reason or without cause (in our discretion) upon prompt written notification, which termination notice may be effective immediately.

To terminate this Agreement, you must notify MCBT and provide your name, address, the service(s) you are discontinuing, and the termination date of the service(s), which notification must be received by MCBT at least ten(10) days prior to such termination date. You may notify MCBT by one of the following methods:

- By calling 312-640-2300, followed by written confirmation mailed or delivered as below within three(3) days
- By writing a letter and either sending it to the following address: Attention: Commercial Cash Management Department, Metropolitan Capital Bank & Trust, 9 East Ontario, Chicago, Illinois 60611, or giving it to a customer service representative at any of MCBT's locations.

If you are not paying a monthly service charge for the CCM service, we may convert your Account to inactive status if you do not sign on to the CCM service or have any transaction scheduled through the CCM service during any consecutive 90-day period. If your Account is considered inactive, you must contact us to have the CCM service(s) re-activated before you will be able to schedule any transaction through the CCM service.

You may request reinstatement by calling Metropolitan Capital Bank & Trust at 312-640-2300 or by contacting your Private Capital Manager.

Assignment

We may assign our rights and delegate our duties under this Agreement to a company affiliated with us or to any other party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties, including outsource-service bureaus. You cannot assign your rights and duties under this Agreement directly, indirectly or by operation of law without our prior written consent under any circumstance.

Notices

UNLESS OTHERWISE REQUIRED BY APPLICABLE LAW, IN THE EVENT THAT WE ARE REQUIRED TO PROVIDE A NOTICE OR OTHER COMMUNICATION TO YOU IN WRITING, THAT NOTICE OR OTHER COMMUNICATION MAY BE SENT TO YOU ELECTRONICALLY TO YOUR INTERNET ADDRESS AS REFLECTED IN OUR THEN-CURRENT RECORDS.

Disclosure of Information

The circumstances under which we will disclose information about you or your Accounts, has been separately disclosed to you in our Privacy Policy and in other disclosures that have been provided directly to you. Our Privacy Policy may change from time to time and is always available at our banking locations, but it is not legally binding, except as is required by applicable law.

Authorization to Obtain Credit Information

You agree that we may obtain and review your credit report from a credit bureau at any time during the life of this Agreement.

Area of Service

Online and mobile banking services are available through MCBT. Banking services are generally available to businesses located in the United States of America and are offered solely to businesses registered to do business in the United States of America.

Venue

Any action at law, suit in equity or other judicial proceeding for the enforcement of this Agreement or any provision hereof shall be instituted only in federal, state or municipal courts located in the State of Illinois.

Legal Process

If we are served with any notice of lien, attachment, levy, garnishment or other legal process relating to you or your Account(s), we are authorized without notice to you or any joint Account holder, except where required by law, to withhold the withdrawal or payment of so much of the funds in your Account(s) that may be the subject of such notice or legal process. We may disburse such amount out of your Account(s) to a court or to such persons as applicable state or federal law either requires or permits because of such powers. We have no liability to you for such withholding or disbursements or for refusal by us to permit withdrawals or payments against your Account(s) because of a court order or other legal process, including the return by us of items presented against your Account(s) as unpaid that otherwise would be paid. Any lien, attachment, levy or garnishment against your Account(s) is subject to our right of set-off as provided in this Agreement or any other Service Agreement unless prohibited by law. You agree to pay our costs and expenses for complying with such legal process, including legal costs and attorneys' fees, costs of research, and copying and administrative fees.

Headings, Severability; Waiver; Governing Law

The headings herein shall not be used in interpreting this Agreement. This Agreement shall be deemed severable. We shall not be deemed to have waived any of our rights hereunder unless such waiver is in writing and signed by us. This Agreement is governed by the laws of the State of Illinois (or federal law as applicable). You and MCBT hereby expressly agree to waive any right to trial by jury in connection with any litigation relation to this Agreement.

Miscellaneous

Copyright in the pages, screens, text and images appearing at the Commercial Cash Management website are owned by MCBT, our service providers or others. The information and materials contained in the website or mobile application may not be copied, displayed, distributed, downloaded, licensed, modified, published, reposted, reproduced, reused, sold, transmitted, used to create a derivative work or otherwise used for public or commercial purposes without the express written permission of MCBT.

SECURITY RECOMMENDATIONS

Client Internal Security

You agree to establish, maintain and update commercially reasonable policies, procedures, equipment and software ("Internal Security Controls") that will safeguard the security and integrity of your computer system and information from unauthorized use, intrusion, takeover or theft, and you agree to prevent your Password or Access ID from unauthorized discovery or use (collectively, "Internal Security Breaches"). You bear all risk of fraudulent transfers and other losses arising from your Internal Security Breaches or from the interception of your communications prior to their receipt by us (collectively, "Internal Security Losses"). We will not reimburse you in connection with Internal Security Losses. You agree that we are authorized to execute, and it is commercially reasonable for us to execute, any instruction received by us with your Password. You are encouraged to consider purchasing insurance to cover your Internal Security Losses.

Security Recommendations

To protect your system from security breaches, you should adopt internal controls and guidelines that include:

1. **Implement dual custody.** Adopt dual authorization and/or transaction-based authentication procedures for financial transfers.
2. **Protect your machines.** Place limits and controls on who has access to your computer systems.
3. **Protect your Password.** Protect and frequently change your Password and never share your user credentials.
4. **Update antivirus software, and patch your machines.** Ensure that your company's firewalls, servers and client machines are updated with all vendor-recommended patches and that antivirus and anti-spyware software is installed and updated. Use commercially reasonable and up-to-date firewalls and intrusion prevention technologies.
5. **Be cautious.** Use caution if you receive an e-mail or text message expressing an urgent need for you to update your information, activate an account and verify your identity by calling a phone number or submitting information on a website. Also practice caution with e-mail attachments and downloadable files. Know that MCBT does not ask for confidential information through e-mail and that e-mail attachments and downloadable files from any external source could be harmful to your computer.
6. **Educate your employees.** Educate your employees about online fraud and train them never to give out their online or mobile banking access credentials. Their Passwords, Access I.D.s and token codes open the door to your Accounts. Remind employees to stay on their guard. Allow online or mobile banking services to be accessed only from a secure location on your premises.
7. **Limit your exposure.** Implement procedures to avoid infection by malicious software, such as: controlling which websites are visited by your computers; controlling the connection of other devices (e.g., flash drives) to your computers; controlling what documents, e-mail attachments, programs and other files are opened or installed on your computers; and limiting which of your computers or devices are used for online or mobile banking. Prohibit your authorized users from leaving a computer unattended while connected to our system or from communicating or accessing sensitive information from unsecure locations (e.g., terminals at Internet cafes and airports).
8. **Use stand-alone PCs for your online banking.** If possible, for your online banking transactions, use stand-alone PCs that are not enabled for e-mail or general web browsing. If using stand-alone PCs is not possible, do not conduct nonessential e-mail or web browsing, specifically to social-media sites, from your PC.

9. **Protect your network.** Identify trusted websites for your business, and block access to any site/web address that is not relevant to your employees' business needs.
10. **Keep up to date.** Regularly check antifraud sites for new threats and best security practices, one example is <http://www.ftc.gov/bcp/edu/microsites/infosecurity/>. Vigilance and regular monitoring of Account activity is highly recommended. Audit and verify all transactions on a regular basis, and reconcile your Accounts regularly.
11. **Monitor online Accounts daily.** Actively monitor your online Accounts to detect suspicious activities. Immediately contact your customer service group if you notice anything out of the ordinary.

This is not a complete listing of the Internal Security Controls that you may need. You are responsible for determining and implementing whatever controls are necessary to prevent Internal Security Breaches and Internal Security Losses. We do not warrant that any or all of the above recommendations will prevent an Internal Security Breach.

You remain solely responsible at all times for your Internal Security Controls, Internal Security Breaches and Internal Security Losses. Although we may employ various systems and procedures from time to time to prevent losses to us, we assume no obligation for Internal Security Breaches or Internal Security Losses, provided we have acted in accordance with this Agreement and/or instructions that are accompanied by your Password.

LIABILITY

Your Responsibility to Notify Us

Call us **IMMEDIATELY** at 1-312-640-2300 if you believe that any **ACCESS I.D.s** or **PASSWORDS** have been lost or stolen, or if you believe someone has transferred or may transfer money from your Account without your permission, or if you suspect any fraudulent activity on your MCBT Account or any change of **ACCESS I.D.s**, **PASSWORDS** or **Authorized Representatives**.

Contact by Metropolitan Capital Bank & Trust Employees

No MCBT employee will contact you via e-mail or phone requesting your Online **ACCESS I.D.s** or your **PASSWORDS**. If you are contacted by anyone requesting this information, please alert us immediately.

Our Liability

Our liability to you is limited to the extent stated in any other account agreement and/or loan agreements, notices and disclosures that are separately provided to you from time to time regarding your Accounts and/or this Agreement. This section, in addition to other relevant sections of this Agreement, explains our liability to you only to the extent that any other agreements, notices or disclosures are inconsistent with this Agreement or have not separately disclosed our liability.

IN NO EVENT SHALL WE BE LIABLE TO YOU FOR FAILURE TO PROVIDE ACCESS TO YOUR COMMERCIAL CASH MANAGEMENT ACCOUNTS. UNLESS OTHERWISE REQUIRED BY APPLICABLE LAW, WE ARE RESPONSIBLE ONLY FOR PERFORMING THE COMMERCIAL CASH MANGEMENT SERVICES AS DELINEATED IN THIS AGREEMENT OR IN APPLICABLE SERVICE AGREEMENTS. NEITHER MCBT OR OUR SERVICE PROVIDERS, NOR ANY OF OUR DIRECTORS, EMPLOYEES OR AGENTS MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE PERFORMANCE OR QUALITY OF THE MCBT ONLINE OR MOBILE BANKING SERVICES OR THE RESULTS THAT MAY BE OBTAINED FROM USING THE MCBT ONLINE OR MOBILE BANKING SERVICES. MCBT SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES OF MERCHANTABILITY OR WARRANTIES AGAINST INFRINGEMENT.

THE ONLINE AND MOBILE BANKING SERVICES AND RELATED DOCUMENTATION ARE PROVIDED "AS IS", YOU AGREE TO USE THE SERVICES AT YOUR OWN RISK, AND WE DO NOT MAKE ANY FURTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, CONCERNING THE SERVICES, THE HARDWARE, THE SOFTWARE, OR ANY PART THEREOF, INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO INTERNET HACKING, VIRUSES, TROJAN HORSES, WORMS, ETC.

IN NO EVENT SHALL MCBT OR OUR SERVICE PROVIDERS, OR ANY OF OUR DIRECTORS, EMPLOYEES OR AGENTS, BE LIABLE FOR ANY DAMAGES OR LOSSES, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, CONSEQUENTIAL (SUCH AS LOST PROFITS AND ATTORNEY'S FEES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES), SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, RESULTING FROM OR CAUSED BY THE USE, OR ATTEMPTED USE, OF THE MCBT ONLINE OR MOBILE BANKING SERVICES, OR THEIR CONTENT, INCLUDING, WITHOUT LIMITATION, LOSSES RELATED TO: YOUR USE, OR INABILITY TO USE, THE MCBT ONLINE OR MOBILE BANKING SERVICES; ANY ERRORS, OMISSIONS OR DEFECTS IN ANY CONTENT; ANY INTERRUPTIONS OR DELAYS IN TRANSMISSION TO THE MCBT ONLINE OR MOBILE BANKING SERVICES; OR COMPUTER VIRUSES RECEIVED BY YOU AS A RESULT OF YOUR USE OF THE MCBT ONLINE OR MOBILE BANKING SERVICES. IN ANY EVENT, ANY LIABILITY OF MCBT AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTENT PROVIDERS AND LICENSORS SHALL NOT EXCEED THOSE AMOUNTS SPECIFICALLY PROVIDED FOR IN THIS AGREEMENT.

Further, we will not be obligated to honor, in whole or in part, any transaction or instruction which:

- is not in accordance with any term or condition applicable to the relevant service in this Agreement or any agreement relating to your Account;
- we have reason to believe may not have been authorized by you or any third person whose authorization we believe is necessary, or which involves funds subject to a hold, dispute, restriction or legal process that we believe prevents their withdrawal;
- would violate any applicable provision of any risk control program of the Federal Reserve or any applicable rule or regulation of any other federal or state regulatory authority;
- is not in accordance with any other requirement of our applicable policies, procedures or practices; or
- we have reasonable cause not to honor for your protection, or for ours.

Indemnification

You agree to indemnify, defend and hold us, our service providers and our respective affiliate companies, directors, vendors, officers, employees and agents harmless against any loss, cost, damage, third-party claim, demand, suit, action or other proceeding and any expenses (including legal and accounting fees) arising out of, or in any way connected with, directly or indirectly, your use or misuse of

any CCM service and/or related to a Commercial Cash Management account, regardless of whether due to use by you or by an Authorized Representative.

Corporate and Partnership Authorizations

You represent that each Authorized Representative who has been issued ACCESS I.D.s and PASSWORDS has general authority from your organization to give instructions within the access capability associated with such ACCESS I.D.s and PASSWORDS (including general authority over the movement of your organization's funds and over Accounts with MCBT), all as evidenced by the banking resolution, partnership declaration or other agreements you have provided to MCBT. To add additional ACCESS I.D.s and Passwords for users with transaction capability, client will complete Request for Additional CCM Users. MCBT has full authorization from your organization to rely and act upon these instructions.

Protecting your Passwords

You agree that we may send notices and other communications, including ACCESS I.D.s and PASSWORDS, to the current address shown in our records, whether or not that address includes a designation for delivery to the attention of any particular individual. You further agree that MCBT will not be responsible or liable to you in any way if information is intercepted by an unauthorized person, either in transit or at your place of business. You agree to: 1) keep your PASSWORDS secure and strictly confidential, providing them only to Authorized Representatives on your Account(s); 2) instruct each person to whom you give a PASSWORD that he or she is not to disclose it to any unauthorized person; and 3) immediately notify us and select a new PASSWORD if you believe a PASSWORD may have become known to an unauthorized person.

WE WILL HAVE NO LIABILITY TO YOU FOR ANY UNAUTHORIZED PAYMENT OR TRANSFER MADE USING YOUR PASSWORDS THAT OCCURS BEFORE YOU HAVE NOTIFIED US OF POSSIBLE UNAUTHORIZED USE AND WE HAVE HAD A REASONABLE OPPORTUNITY TO ACT ON THAT NOTICE. We may suspend or cancel your PASSWORDS even without receiving such notice from you, if we suspect a PASSWORD is being used in an unauthorized or fraudulent manner.

Acknowledgement of Commercially Reasonable Security Procedures

You acknowledge that use of the internet or mobile applications for CCM transactions inherently involves risk of unauthorized interception and other forms of Internet hacking or interception. By using our CCM Services, you acknowledge and agree that this Agreement sets forth commercially reasonable security procedures for electronic banking transactions. You agree to be bound by instructions, whether authorized or unauthorized, that we implement in compliance with these procedures, unless you have given us prior notice of possible unauthorized use as described above (and we have had a reasonable opportunity to act on such notice). You acknowledge that it is critical to maintain up-to-date antivirus software on your devices with which you will conduct CCM transactions.

Limitation of Metropolitan Capital Bank & Trust Liability

If we fail to make or delay in making payment or transfer pursuant to your instructions, or if we make a payment or transfer in an erroneous amount that is less than the amount in your instructions, unless otherwise required by law our liability shall be limited to interest on the amount that we failed to timely pay or transfer, calculated from the date on which the payment or transfer was to be made until the date it was actually made or you canceled the instructions. We may pay such interest either to you or to the intended recipient of the payment or transfer, but in no event will we be liable to both parties, and our payment to either party will fully discharge any obligation we have to the other. If we make a payment or transfer in an erroneous amount that exceeds the amount per your instructions, or if we permit an unauthorized payment or transfer after we have had a reasonable time to act on a notice from you of possible unauthorized use as described above, unless otherwise required by law our liability will be limited to a refund of the amount erroneously paid or transferred, plus interest thereon from the date of the payment or transfer to the date of the refund, but in no event to exceed 60 days' interest. If we become liable to you for interest compensation under this Agreement or applicable law, such interest shall be calculated based on the average federal funds rate at the Federal Reserve Bank in the district in which the Bank is headquartered for each day interest is due, computed on the basis of a 365-day year.

UNLESS OTHERWISE REQUIRED BY LAW, IN NO EVENT WILL WE BE LIABLE TO YOU UNDER THIS PROVISION FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR ATTORNEYS' FEES, EVEN IF WE ARE ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.



METROPOLITAN CAPITAL

Chicago | San Francisco | New York
312.640.2300

www.metcapbank.com

ACH ADDENDUM

This Service Agreement Addendum (this "Addendum") is incorporated into the Commercial Cash Management Agreement by and between you and MCBT (the "Master Agreement"). The Master Agreement supersedes the provisions of any specific addendums or other agreements relating to your Accounts (collectively, "Service Agreements") to the extent that such Service Agreements are silent or inconsistent with the terms of the Master Agreement. You agree to comply with all additional security procedures and other provisions set forth in the Master Agreement.

THIS ADDENDUM is attached to and made a part of that Master Agreement.

IN THIS ADDENDUM, the words "User", "you" and "your" mean the ACH customer. "MetCap Bank", "MCBT", "we", "us" and "our" mean Metropolitan Capital Bank & Trust.

What this Addendum Covers

This Addendum to the Master Agreement between you and MCBT governs your ability to initiate Credit and Debit Entries (the "Entries") pursuant to the terms of this Addendum and the rules of the National Automated Clearing House Association ("NACHA") through us to Accounts maintained at MCBT and in other banks and financial institutions through the Automated Clearing House (the "ACH"), and our willingness to act as an Originating Depository Financial Institution (as defined in the rules of NACHA) with respect to such entries.

Accepting the Addendum

You understand that by using ACH services you have agreed to the terms and conditions of this Addendum. You agree to use ACH solely as provided in this Addendum. MCBT has the right to set and change fees for this ACH service from time to time in its discretion.

Operating Rules and Guidelines

The NACHA "Operating Rules", applicable to ACH transactions, are available on the website. **You agree to comply with and be subject to the applicable NACHA Operating Rules, as amended from time to time, and you acknowledge that entries may not be made that violate the Laws of the United States, specifically OFAC-enforced sanctions.** Your specific duties and responsibilities set forth in this Addendum shall in no way limit this undertaking. All undefined capitalized terms used in this Addendum shall have the meanings given them in the NACHA Operating Rules. The Bank, as ODFI, has the right to audit the Originator's compliance with the ACH Agreement and the NACHA Operating Rules. All transactions discussed in this Addendum must comply with UCC 4A, and credit for such transactions is provisional until final settlement.

Maintaining Your Settlement Account

You agree to properly maintain a "Settlement Account" with MCBT, to comply with the procedures and regulations governing these accounts, and to pay any fees associated with the use or maintenance of these accounts.

1. You will maintain in your Settlement Account, as of the settlement date, immediately available funds sufficient to cover all "Entries" initiated by you, unless we require you to Prefund Entries.
2. You authorize us, without prior notice or demand, to debit your Settlement Account on the settlement date in the amount of each Entry.
3. You also authorize us, without prior notice or demand, to debit your Settlement Account for any other amount payable under this Agreement and to credit the Settlement Account for any amount payable to you.
4. Settlement for Entries will be made to your Account on the posting date, either by crediting or by debiting your Account for the total amount of readable Entries processed.
5. Your total ACH Entries outstanding at any point in time will not exceed your approved ACH Exposure Limit that will be separately provided to you and may be amended from time to time.
6. You agree to immediately provide sufficient available funds to indemnify MCBT if any debit Entry is rejected after you have withdrawn the funds made available as a result of a debit Entry or if any adjustment relating to any debit Entry is received by us.
7. You agree to grant MCBT a security interest in all your property in our possession to secure payment of your obligations under this Addendum.

Origination of Entries

You agree to abide by our procedures and deadlines for originating Entries that may change from time to time. You agree to conform all Entries to the format, content and other specifications contained in the NACHA Operating Rules.

1. You agree to obtain a signed "Authorization Agreement" from your own employees and customers permitting you to initiate Entries to your employees' and customers' accounts at a Receiving Bank. You agree to retain the original or a copy of each such authorization for a period of six (6) years after revocation or termination of such authorization and to provide a copy of each authorization within a reasonable time upon a request by us.
2. You will transmit files only on the dates specified in the agreed-upon transmittal schedule. Changes to this schedule must be made in writing and signed by an authorized contact.
3. We will notify you (by mail) of all Notifications of Changes received by UCB related to Entries transmitted by you no later than three (3) Business Days after we receive them. You agree to make reasonable efforts to correct the information prior to your next ACH transmission to us.

4. You may process an ACH Template by selecting the Template and entering the date and dollar amount. Each transaction is limited to one debit and one credit. Additional Templates are required to be set up by your Authorized Representative.
5. We process ACH files at end of day. You may submit corrections, reversals or changes of ACH entries to us on the day the original information was scheduled for processing. We will make our best efforts to reverse an ACH Entry if we receive your request telephonically in a reasonable time prior to its release and if your request contains all the required information. We may request that you provide additional written confirmation.
6. If you discover an erroneous Entry after 4:00 P.M. CST on the day the item is scheduled for processing, you should contact your commercial banker directly. We will, consistent with the NACHA Operating Rules, use our best efforts on your behalf to cancel the erroneous information. You agree to indemnify us and save us harmless from any and all claims, demands, liabilities or expenses resulting directly or indirectly from our actions.
7. No later than one Business Day after the Business Day of receipt, we will contact you by email of a debit Entry for more than \$2,500 or a returned credit Entry. We have no obligation to retransmit a returned Entry to the ACH.

Security Procedures

You agree to designate one or more "Authorized Representatives" to act on your behalf, who shall have the authority to authorize all actions necessary in the preparation and generation of your Entries. You agree that we shall not be under a duty to inquire as to the authority or propriety of any instructions given to us by you or any of your employees, and we shall be entitled to rely upon all ACH instructions conveyed to us.

We shall be entitled to act upon the instructions of any person whom we reasonably believe to be your Authorized Representative, whether or not you have authorized such instructions. We shall not be liable for any loss, cost, expense or other liability arising out of any such instructions.

Electronic or mobile banking services may require that you designate an individual (and, where applicable, we recommend that you have at least two individuals) who are authorized to take control of the security procedures inherent in the System. The employee(s) who execute the Customer Enrollment Form, any Service Agreements or who are specifically listed as additional users in such agreements are conclusively presumed to be the Designated Company Contacts ("DCCs"). The DCC(s) are authorized to approve and submit Customer Enrollment Forms and any related System documents. It is your System Administrator's responsibility to understand the security capabilities built into the System and to decide which of your Accounts to link to each Access I.D. and what level of activity is appropriate for each Account linked to the Access I.D., keeping in mind the importance of separation of duties as an important way of protecting your company. Error, negligence or misfeasance by the System Administrator or by any user of the System can cause significant losses for which you agree you, and not MCBT, will be responsible;

ACH Exposure Limit Documentation

In the event services requested by you may result in credit exposure to MCBT, we may limit our exposure by transaction volume or dollar amount and may refuse to execute transactions that exceed any such limit. You agree, when requested by us, to provide financial information and statements and other documentation that we may request to evaluate our credit exposure and your creditworthiness.

Prefunding

From time to time, we may, in our discretion, require that you irrevocably make available to us, in actually and finally collected funds, the total amount of all ACH Credit originations prior to the time we process the items (to "Prefund"). You may Prefund your credit originations by transfer from another depository institution, or by maintaining a sufficient balance of actually and finally collected funds in your Account. Unless you indicate that you will Prefund in another way and actually do so, you authorize us, prior to processing the items, to deduct from your Account the amount needed to Prefund the ACH credits.

If you fail or refuse to Prefund the full amounts of your ACH credits in a cycle, we may, in our discretion, refuse to process items that have not been Prefunded. If you only partially Prefund the amount of your ACH credits and you do not indicate which items have been Prefunded, or we may, in our sole discretion, determine which items shall be considered to have been Prefunded, or we may refuse to process all items.

If you Prefund the ACH credits, your obligation to settle in respect of the Prefunded ACH credit items up to the amount of the Prefunding shall be automatically satisfied and discharged and replaced by an irrevocable obligation of MCBT to settle for the Prefunded items on the settlement date.

Cancellation

This Addendum will remain in effect until you or MCBT cancel it.

You understand that you may cancel this Addendum at any time by notifying us electronically through online portal or at info@metcapbank.com or by mail addressed to the MCBT office. This will cancel any ACH services you have agreed to but will not terminate your Accounts with MCBT. MCBT may cancel this Agreement and terminate your use of ACH for any reason, at any time. We will try to notify you in advance, but we are not obliged to do so.

Customer Service

If you need assistance with ACH, or if you need to communicate with us, you may contact your Private Capital Manager. You agree that we may record the conversations our employees have with you. We do this from time to time to monitor the quality of service and accuracy of information our employees give you, and to ensure that your instructions are followed.

Electronic Funds Transfers

ACH enables you to transfer funds to or from your linked MCBT deposit accounts. The Electronic Funds Transfer Act provides you with certain rights and responsibilities with respect to certain consumer transfers, called "Electronic Funds Transfers."



METROPOLITAN CAPITAL

Chicago | San Francisco | New York
312.640.2300

www.metcapbank.com

WIRE TRANSFER ADDENDUM

This Service Agreement Addendum (this "Addendum") is incorporated into the Commercial Cash Management Agreement by and between you and MCBT (the "Master Agreement"). The Master Agreement supersedes the provisions of any specific addendums or other agreements relating to your Accounts (collectively, "Service Agreements") to the extent that such Service Agreements are silent or inconsistent with the terms of the Master Agreement. You agree to comply with all additional security procedures and other provisions set forth in the Master Agreement. Any capitalized terms not otherwise defined herein shall have the meaning given such term in the Master Agreement.

General Funds Transfer Procedures:

Effective upon signing the Master Agreement, the following procedures will apply to your Account(s) in regard to funds transfers. It is agreed that MCBT is authorized to:

1. Honor, execute and charge to your Accounts without limit as to dollar amount, any written directions for transfers of funds when the directions are received from an Authorized Representative and made in accordance with MCBT's funds transfer procedures. Directions may be received via email or facsimile machine, or in writing through the mail, subject to such security procedures as from time to time that MCBT may implement or electronically through CCM, provided you have entered into a Commercial Cash Management Agreement with MCBT, all terms, restrictions and conditions of which shall apply to such online authorizations. MCBT has the right to set and change fees for this wire transfer service from time to time in its discretion;
2. Transfer funds from your Accounts at MCBT to any other accounts of the Company or a third party, whether such accounts are maintained at MCBT or other banks;
3. As deemed necessary in our sole discretion, verify all transfers to a third party by calling an Authorized Representative, preferably someone other than the Authorized Representative who originated the transfer request. If it is not possible for us to confirm the transfer request with someone other than the originator, we are authorized to confirm the information with the originator;

Authorized Representatives:

1. Individuals named as your Authorized Representatives must be listed in Attachment #1 of this Addendum or be authorized by the Master Agreement and a CIP form must be completed to authorize us to add the user. Client and Authorized Representative ACCESS I.D.s and PASSWORDS must be separately furnished to us by a secure printed medium and not by e-mail or fax.
2. It is your responsibility to advise us of additions, deletions and changes to Attachment #1. Initial notification may be made by telephone and must be followed up in writing within five (5) business days after the initial notification. Failure to provide us with written notification within five (5) business days releases us from liability for transfers initiated and executed by unauthorized representatives.
3. If you are initiating wire transfers pursuant to a Master Agreement you are solely responsible for maintaining your PASSWORDS and ACCESS I.D.s on a current and secure basis pursuant to the terms of your Master Agreement.
4. Electronic or mobile banking services may require that you designate an individual (and, where applicable, we recommend that you have at least two individuals) who are authorized to take control of the security procedures inherent in the System. The employee(s) who execute the Customer Enrollment Form, any Service Agreements or who are specifically listed as additional users in such agreements are conclusively presumed to be the Designated Company Contacts ("DCCs"). The DCC(s) are authorized to approve and submit Customer Enrollment Forms and any related System documents. It is your System Administrator's responsibility to understand the security capabilities built into the System and to decide which of your Accounts to link to each Access I.D. and what level of activity is appropriate for each Account linked to the Access I.D., keeping in mind the importance of separation of duties as an important way of protecting your Company. Error, negligence or misfeasance by the System Administrator or by any user of the System can cause significant losses for which you agree you, and not MCBT, will be responsible.

Repetitive Funds Transfers:

1. MCBT is authorized to transfer funds on a repetitive basis to other Company accounts or third-party accounts based on written or electronic instructions to MCBT when such instructions are originated by an Authorized Representative. Transfers are considered to be repetitive if they are to be effective at least monthly, with the delivery instructions remaining constant except for the dollar amounts of the transfers (a "Repetitive Transfer").
2. It is your responsibility to advise us of additions or deletions to Repetitive Transfers immediately by telephone, and in writing within five (5) business days of the effective dates of the changes. Failure to provide us with written notification of changes within the prescribed time period releases us from liability for Repetitive Transfers completed based on the most current written instructions on file at the Bank at the time of the transactions.

Limit of MCBT and Other Providers' Responsibility:

MCBT agrees to make reasonable efforts to ensure full performance of any wire transfer transactions requested pursuant to this Addendum. We will be responsible for acting only on those instructions that are actually received and cannot assume responsibility for malfunctions in communications facilities not under our control that may affect the accuracy or timeliness of messages you send. MCBT is not responsible for any losses or delays in transmission of instructions arising out of the use of any participating bank. We are not responsible should you give incorrect instructions or if your payment instructions are not given prior to published cutoff times. If a third party servicer sends entries to us on your behalf, you acknowledge that the servicer is your agent, and you agree that you shall require any third-party servicer to comply with the provisions of this Addendum.

You agree to indemnify MCBT (our officers, directors, employees or agents), our service providers, each participating bank, NACHA and the Federal Reserve Bank from all claims, demands, liabilities or expenses (including legal and accounting fees) resulting, directly or indirectly, from any failure on your part to exercise reasonable care in the creation of or presentment of entries, or to comply with any of the provisions of the NACHA Operating Rules.

Any information you receive from MCBT is believed to be reliable. However, it can be provided only on a best-efforts basis and is not guaranteed. We are not liable for any deficiencies in the accuracy, completeness, availability or timeliness of such information or for any investment or other decision made using this information.

Except as otherwise provided in the Master Agreement or as required by applicable law (even in the event of gross negligence), neither MCBT, nor any participating bank, nor our service providers is responsible for any direct damages (except as limited in the Master Agreement) and is never responsible for any loss or liability related to indirect, special, incidental or consequential damages (including lost profits and attorneys' fees) in any way arising out of the use of wire transfers, even if MCBT is advised of the possibility of such damages.

MCBT reserves the right to change these procedures upon written notice to you.



METROPOLITAN CAPITAL

Chicago | San Francisco | New York
312.640.2300

www.metcapbank.com

COMMERCIAL CASH MANAGEMENT APPLICATION

COMPANY INFORMATION

Full Legal Name of Company: _____

Tax ID #: _____ Primary Phone #: _____

Address: _____
City State ZIP Code

Please List All Account #'s Linked to Commercial Cash Management:

1) _____ 2) _____ 3) _____

4) _____ 5) _____ 6) _____

COMPANY ADMINISTRATOR USER INFORMATION

Name: _____

Company Administrator Login ID: _____ E-mail Address: _____

One Time PIN (OTP) Contact Info: _____
Callback # Text Message #

Address: _____
City State ZIP Code

Check box for additional users to be set up on CCM, and see next page to add additional users.

Check the boxes below to indicate which Commercial Cash Management Services you would like to utilize:

Commercial Cash Management

Please see "Commercial Cash Management Agreement" and read through all terms and conditions

Check box if you have read and understand all terms and conditions presented in "Commercial Cash Management Agreement" and would like the service provided by Metropolitan Capital Bank & Trust as outlined in the Agreement.

ACH Transfers

Please see "ACH Addendum" and read through all terms and conditions

Check box if you have read and understand all terms and conditions presented in "ACH Addendum" and would like the service provided by Metropolitan Capital Bank & Trust as outlined in the Addendum.

MCBT Senior
Management Approval:

Incoming Transaction Limit: (\$) _____ Outgoing Transaction Limit: (\$) _____

Wire Transfer

Please see "Wire Transfer Addendum" and read through all terms and conditions

Check box if you have read and understand all terms and conditions presented in "Wire Transfer Addendum" and would like the service provided by Metropolitan Capital Bank & Trust as outlined in the Addendum.

Incoming Transaction Limit: (\$) _____ Outgoing Transaction Limit: (\$) _____

By signing below, you are verifying and confirming that you have read and understand the terms and conditions of the Commercial Cash Management Agreement, and that you agree to the terms and conditions of such Agreement, any Addendum and other Service Agreements as executed.

THE COMPANY : _____

Authorized Signature

Printed Name

Title

Date

THE BANK : Metropolitan Capital Bank & Trust

Authorized Signature

Printed Name

Title

Date

CASH MANAGEMENT ADDITIONAL USERS INFORMATION

Additional User # 2

Check box if this additional user is also an administrator

Name: _____

Company Administrator Login ID: _____

E-mail Address: _____

One Time PIN (OTP) Contact Info: _____
Callback #

_____ Text Message #

Address: _____

City

State

ZIP Code

Additional User # 3

Check box if this additional user is also an administrator

Name: _____

Company Administrator Login ID: _____

E-mail Address: _____

One Time PIN (OTP) Contact Info: _____
Callback #

_____ Text Message #

Address: _____

City

State

ZIP Code

Additional User # 4

Check box if this additional user is also an administrator

Name: _____

Company Administrator Login ID: _____

E-mail Address: _____

One Time PIN (OTP) Contact Info: _____
Callback #

_____ Text Message #

Address: _____

City

State

ZIP Code

Additional User # 5

Check box if this additional user is also an administrator

Name: _____

Company Administrator Login ID: _____

E-mail Address: _____

One Time PIN (OTP) Contact Info: _____
Callback #

_____ Text Message #

Address: _____

City

State

ZIP Code

Additional User # 6

Check box if this additional user is also an administrator

Name: _____

Company Administrator Login ID: _____

E-mail Address: _____

One Time PIN (OTP) Contact Info: _____
Callback #

_____ Text Message #

Address: _____

City

State

ZIP Code