



TREASURY MANAGEMENT SERVICES MASTER AGREEMENT

THIS TREASURY MANAGEMENT SERVICES MASTER AGREEMENT (this "Agreement") governs the provision of certain treasury management services to

("Customer") by Cass. As used in this Agreement, "Cass" means Cass Commercial Bank and any other affiliates of Cass Information Systems, Inc. which provides such services to Customer.

1. Scope of Services. Treasury management services provided by Cass to its customers include the following:

Automated Clearing House and EDI
Funds Transfer
Cass Internet Banking & Bill Payment
Positive Account Reconciliation
Wholesale Lockbox Services

This Agreement governs the provision of any of the foregoing services together with such other treasury management services as may be provided by Cass to Customer from time to time (each, a "Service"). Further terms relating to a Service may be contained in "Terms and Conditions" relating to such Service ("Service Terms and Conditions") which follow herein. Service Terms and Conditions will be deemed accepted by Customer upon provision by Cass of the particular Service to Customer. With respect to any Service being provided by Cass to Customer at the time this Agreement is entered into, unless otherwise agreed in writing with reference hereto, this Agreement and the relevant Service Terms and Conditions shall supersede any prior agreement relating to that Service. In the event of any conflict between this Agreement and any Service Terms and Conditions, the Service Terms and Conditions shall prevail with respect to the particular Service. Any requests by Customer to initiate, add, change, delete or supplement any of the Services Customer is using or desires to use shall be communicated in writing to Cass.

2. Representations and Warranties. Customer and Cass each represent and warrant to the other, as of the date this Agreement is entered into and at the time any Service is used or performed, that: (a) it is validly existing and in good standing under the laws of the jurisdiction of its organization; (b) it has all requisite power and authority to execute and deliver, and to perform its obligations under, this Agreement and each Service used or performed by it;

(c) this Agreement has been duly authorized and executed by it and constitutes its legal, valid and binding obligation; and (d) any consent or authorization of any governmental authority or third party required to be obtained by it in connection with this Agreement or any Service used or performed by it has been obtained. Cass makes no representation or warranty, express or implied, and disclaims all warranties as to the merchantability, fitness for a particular purpose or suitability of any Services for Customer, or as to the compatibility of Cass' software, equipment or communication interfaces with those of Customer. Customer represents and warrants to Cass, and agrees with Cass, that the Services are not intended to and shall not be used by Customer for personal, family or household purposes.

3. Liability. Cass will be responsible for any loss sustained by Customer only to the extent such loss is caused solely by Cass' willful misconduct. In no event shall clerical errors or mistakes in judgment constitute willful misconduct, nor shall Cass have any liability for any indirect, incidental, consequential (including lost profits or business interruption), special or punitive damages, whether arising in contract or in tort, and whether or not the possibility of such damages was disclosed to or could have been reasonably foreseen by Cass. Under no circumstances shall Cass be responsible for any liability, loss or damage resulting from any delay in performance of or failure to perform in connection with any Service which is caused by interruption of telephone, telefacsimile or communication facilities, delay in transportation, equipment breakdown or mechanical malfunction, electrical power, internet disruption or computer failure, accidents, fire, flood, explosion, theft, natural disaster or other catastrophe, acts or failure to act by Customer or any third party, strikes or lockouts, emergency conditions, riots, war, acts of government or other circumstances which are unavoidable or beyond Cass' control. Cass shall not be liable for failure to perform any of its obligations in connection with any Service if such performance would result in it being in breach of any law, regulation or requirement of any governmental authority. If Cass fails to credit any of Customer's accounts utilized in connection with any Service in accordance with the Service Terms and Conditions applicable thereto as of the date such credit was earned, upon discovery or notification of such error, Cass will properly credit such account, but Cass shall not incur any liability therefor, including any loss resulting from failure by Customer to invest the amount of funds not properly credited to the account.

4. Indemnification. Customer shall indemnify and hold harmless Cass and each of its directors, officers, employees, agents, affiliates, successors and assigns ("Indemnitees") from and against all liability, loss and damage of any kind (including attorneys' fees and other costs incurred in connection therewith) incurred by or asserted against such Indemnitee in any way relating to or arising out of any Service, by reason of any acts or omissions of Customer or any third party or otherwise, except to the extent such liability, loss or damage is caused solely by the willful misconduct of such Indemnitee (provided that reliance, without further investigation, on any oral, telephonic, electronic, written or other request, notice or instruction

believed in good faith to have been given by Customer will in no event constitute gross negligence or willful misconduct on the part of such Indemnatee).

5. Payment. Customer shall compensate Cass for the performance of each Service in accordance with the price schedule established by Cass, which may be changed by Cass from time to time. Customer will be provided with notice of any such change in accordance with Cass' normal business practices. The price schedule for each Service will be deemed accepted by Customer upon provision of such Service to Customer. Customer shall pay any access, transfer, transmission and other charges established by Cass in providing each Service. Customer shall also pay any sales, use or similar tax applicable to any Service. If Cass is required to pay any such taxes, Customer shall reimburse Cass therefor upon demand. Customer shall also pay all attorneys' fees and other costs and expenses Cass may incur in collecting any fees or other sums Customer may owe to Cass in connection with any Services. Cass may collect any of the foregoing amounts and any other amounts due by Customer to Cass hereunder or in connection with the provision of any Services to Customer by debiting any of Customer's accounts with Cass, billing Customer, and/or setting off against any amounts Cass owes Customer, without any obligation to give prior notice thereof to Customer. Cass shall also have the right to credit or debit any accounts of Customer with Cass to correct any processing irregularity in connection with any Services.

6. Security Procedures and Communications. Certain procedures, including the use of identification codes, encryption, passwords, logon identifications, personal or location identification numbers, repetitive codes, tokens and other security devices, systems and software (the "Security Procedures"), designed to verify the origination (but not errors in transmission or content) of instructions, orders and other communications (each, a "Communication") sent by Cass and Customer may be used in connection with Services. Customer agrees that any such Security Procedures shall be deemed commercially reasonable. Cass shall not be obligated to act on a Communication not transmitted in accordance with the Security Procedures and may refuse to act on any Communication where Cass reasonably doubts its authorization, contents, origination or compliance with the Security Procedures. Cass shall have no duty to discover, and shall not be liable for, errors or omissions by Customer. If Cass complies with the Security Procedures in respect of a Communication, Cass shall be entitled to act on that Communication and shall not be obligated to verify the content of such Communication, establish the identity of the person giving it, or await any confirmation thereof, and Cass shall not be liable for acting on, and Customer shall be bound by, any Communication sent in the name of Customer, whether or not authorized. If Customer selects certain Security Procedures to use in connection with a Service and those Security Procedures provide less protection against unauthorized transactions or activity than other Security Procedures offered by Cass in connection with such Service, the Security Procedures selected by

Customer shall be deemed commercially reasonable to the same extent as the Security Procedures offered by Cass that provide greater protection. Cass reserves the right to issue new Security Procedures and/or to cancel or change any Security Procedures from time to time. Whenever the Security Procedures include the assigning to Customer of any confidential password, logon identification, identification code, personal or location identification number, repetitive code, token or similar security device, Customer shall not disclose such security device except to employees or agents authorized to act for Customer in connection with Services. Customer shall implement such safeguards as are reasonably necessary to ensure the confidentiality and integrity of such security devices, and shall immediately notify Cass if the confidentiality or integrity of any such security device is breached or threatened. Customer shall be solely responsible for the safekeeping of such security devices and assumes all risk of accidental disclosure or inadvertent use of such security devices by any party whatsoever, whether such disclosure or use is on account of Customer's negligence or deliberate acts or otherwise. Cass shall not be liable for any loss or damage resulting from fraudulent, unauthorized or otherwise improper use of any security devices. Customer agrees to cause a third party review of its information technology, internet, processing security and all related controls to be conducted annually and Customer shall maintain sufficient disaster recovery capabilities.

7. Confidentiality. All user guides, manuals, data, software, processes and other information provided to Customer in connection with any Service and all fee and pricing information with respect to the Services (the "Information") is the proprietary and confidential property of Cass and/or its relevant licensors or suppliers. Customer agrees to use the Information only in the manner specified by Cass and in the ordinary course of Customer's business, to return it to Cass upon termination of the relevant Service, and to keep the Information confidential and limit access thereto only to its agents and employees who require access in the normal course of their duties, except to the extent the Information is already in the public domain or Customer is required to disclose the Information by law.

8. Intermediaries. Cass may act on any Communication and provide any Service using any payment system or intermediary organization it reasonably selects. Cass' performance of Services is subject to the rules and regulations of any such system or organization. Cass may engage third parties to provide Services. Cass shall have no obligation to disclose arrangements with third parties to Customer or obtain Customer's consent thereto. Customer authorizes the transfer of information relating to Customer to agents of Cass or Customer for use in connection with Services or as required by law.

9. Equipment and Software. If any Service requires equipment or software to be operated by Customer, the provision of the Service by Cass shall be conditional on the proper use and maintenance of such equipment or software by Customer. If Cass supplies equipment or software, Cass shall remain the owner of such equipment or software, and Customer shall insure it, use it solely in the

manner specified by Cass and in connection with the relevant Service, not remove or modify any name or identifying mark on it, and return it to Cass upon termination of the Service.

10. Advertising. Neither Customer nor Cass shall display any name, trademark or service mark of the other without the prior written consent of the other. Customer shall not advertise or promote any Service without Cass' prior written consent.

11. Recordings and Records. Either Customer or Cass may produce telephonic or electronic recordings or computer records, including e-mail and telefacsimile transmissions, as evidence in any proceedings brought in connection with any Service. Customer agrees to Cass' telephonic or electronic recording for security and quality of Service purposes.

12. Notices. Any notice or other communication may be sent by Cass to Customer at Customer's postal, e-mail, telefacsimile or other address provided by Customer to Cass, and Cass may assume that any notice or communication sent to Customer at any such address has been received by Customer, until Customer notifies Cass in writing of another address.

13. Accounts. All Services involving Customer's accounts at Cass are subject to Cass' terms and conditions of deposit accounts and availability schedules in effect from time to time, provided that in the event of any conflict between this Agreement and Cass' terms and conditions of deposit accounts, this Agreement shall prevail.

14. Extensions of Credit. Customer may be required to have specified amounts of collected funds in its accounts at Cass in connection with particular Services. Cass is not obligated to extend credit to Customer unless it has specifically agreed to do so in a separate writing. If Cass extends credit to Customer by permitting overdrafts or use of uncollected funds in Customer's accounts or otherwise, the amount thereof shall be immediately due and payable, together with interest thereon at a per annum rate determined by Cass from time to time, but not to exceed the maximum rate permitted by law. If Cass should perform on behalf of Customer any Services that create an overdraft or use of uncollected funds, such action shall not establish a course of dealing between the parties that shall require Cass to perform any additional Services on behalf of Customer that would create an overdraft or use of uncollected funds. Cass may without notice refuse to honor any order for payment, transfer or withdrawal of funds if such order would create an overdraft or use of uncollected funds, notwithstanding that Cass may have previously allowed overdrafts or use of uncollected funds.

15. Discrepancies. Customer shall promptly notify Cass in writing of any error in connection with any Service and any discrepancies between any records maintained by Customer and any notice Customer receives from Cass with respect to any Service, and shall provide

Cass with any information it may reasonably request in connection therewith. Customer agrees that 14 days is a reasonable time for Customer to notify Cass of errors or discrepancies, unless any other agreements, Service Terms and Conditions, or laws, rules or regulations provide for a shorter period.

16. Compliance. Customer shall comply with all laws, rules and regulations in connection with Services including OFAC and similar laws and regulations. Customer may choose Services to which the rules of the National Automated Clearing House Association (NACHA) are applicable. Customer agrees to be bound by such rules, and agrees that no entries which violate United States law may be initiated. Customer shall be responsible for and shall fully indemnify Cass for any and all fines and assessments imposed on Cass as a result of any infraction or violation of such rules caused by or attributable to Customer. International transactions are also subject to laws and regulations of foreign countries.

17. Disclosure. Customer acknowledges that Cass may have certain legal record keeping and reporting requirements with respect to Services and consents to Cass' disclosure to governmental authorities of information concerning Customer and Services provided to Customer which Cass believes to be appropriate or necessary to fulfill such legal requirements.

18. Fiduciary Status. Nothing contained herein or in any Service Terms and Conditions shall be deemed to create fiduciary status on the part of Cass in connection with the provision of any Services. The foregoing notwithstanding, to the extent, if any, that Cass is deemed to be a fiduciary of Customer in providing any Services, neither this Agreement nor any Service Terms and Conditions is intended to, nor shall, relieve Cass of any fiduciary responsibility otherwise imposed on it by law.

19. Termination. Any Services may be terminated by either party upon 30 days' prior written notice to the other. Cass may also terminate or suspend any or all Services immediately without notice to Customer if any of the following occurs: (a) Customer becomes insolvent or files, or has filed against it, any bankruptcy or other insolvency, reorganization, liquidation or dissolution proceeding of any kind; (b) a material adverse change occurs in Customer's business or financial condition; (c) Cass has reason to believe that Customer has engaged in fraudulent or illegal activity; (d) Customer fails to maintain balances in accounts sufficient to cover overdrafts; (e) Customer violates the terms of this Agreement, any Service Terms and Conditions or any financing arrangement with Cass; (f) Customer fails to provide financial information reasonably requested by Cass; (g) Cass determines it is impractical or illegal to provide any Services because of changes in laws, regulations or rules; or (h) Cass, in good faith, is unable to satisfy itself that any Services have been properly authorized by Customer. Notwithstanding any termination, the terms of this Agreement and the Service Terms and Conditions shall apply to all transactions which have been initiated prior to termination.

20. Headings. Section headings in this Agreement and the Service Terms and Conditions are for convenience of reference only and do not constitute a part hereof or thereof.

21. Binding Effect. This Agreement and the Service Terms and Conditions shall bind and benefit the parties and their successors and assigns. None of the terms of this Agreement or any Service Terms and Conditions may be waived except as Cass may consent in writing, and no agreement with or representation made by any employee of Cass that is in conflict with this Agreement or any Service Terms and Conditions will be binding on Cass unless contained in a written modification of this Agreement or such Services Terms and Conditions signed by an authorized officer of Cass. Cass may from time to time amend any of the terms of this Agreement, any Service Terms and Conditions or any other documents or agreements referred to therein, Customer will be provided with notice of any such amendment in accordance with Cass' normal business practices. By continuing to use any Service after notice of such amendment, Customer shall be deemed to have agreed to such amendment and shall be bound by this Agreement or such Service Terms and Conditions as so amended. No delay on the part of Cass in exercising any right or power under this Agreement or any Service Terms and Conditions shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power under this Agreement or any Service Terms and Conditions preclude further exercise thereof or the exercise of any other right or power. The rights and remedies under this Agreement and the Service Terms and Conditions are cumulative and not exclusive of any rights or remedies which Cass would otherwise have.

22. Governing Law; Severability. Except to the extent superseded by Federal law, the provision of Services shall be governed by the laws of Missouri. Customer agrees that the courts of such state shall have jurisdiction to hear any dispute arising out of any Service and submits to the jurisdiction of such courts. Any provision of this Agreement or the Service Terms and Conditions which is unenforceable shall be ineffective to the extent of such provision, without invalidating the remaining provisions of this Agreement or the Service Terms and Conditions. If performance of any Services would result in violation of any law, regulation or governmental policy, this Agreement and any applicable Service Terms and Conditions shall be deemed amended to the extent necessary to comply therewith.

23. Assignment. This Agreement may not be assigned by Customer without Cass' prior written consent. Cass may assign this Agreement without Customer's consent.

24. Financial Accommodation. Customer and Cass agree that this Agreement and the Services constitute an agreement to provide a "financial accommodation" as defined in 11 U.S.C. §365.

25. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

26. Waiver of Jury Trial; Jurisdiction and Venue. CUSTOMER AND CASS WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY LITIGATION OR OTHER PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY SERVICES USED BY CUSTOMER. CUSTOMER AND CASS HEREBY SUBMIT TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE STATE COURTS IN ST. LOUIS COUNTY, MISSOURI AND THE UNITED STATES DISTRICT COURT OF THE EASTERN DISTRICT OF MISSOURI WITH RESPECT TO ALL SUCH LITIGATION OR PROCEEDINGS.

IN WITNESS WHEREOF, this Agreement has been executed and delivered by the parties.

(Customer)

By: _____

Title: _____

Date: _____

CASS COMMERCIAL BANK

Signature: _____

Title: Financial Services Representative

Date: _____



AUTOMATED CLEARING HOUSE & EDI

Terms and Conditions

The following, together with the Treasury Management Services Master Agreement between Cass and Customer (the "Master Agreement"), sets forth the terms and conditions under which Customer will use Automated Clearing House and Electronic Data Interchange Services to initiate entries electronically or by paper check ("Entries"), for payments ("Credit Entries") and/or collections ("Debit Entries"), and Cass will act as an Originating Depository Financial Institution with respect to such Entries. The services described herein are "Services" within the meaning of the Master Agreement, and these Terms and Conditions are "Service Terms and Conditions" within the meaning of the Master Agreement. Unless otherwise defined herein, capitalized terms shall have the meanings provided in the rules of the National Automated Clearing House Association (NACHA) (the "Rules"), in Regulation E of the Board of Governors of the Federal Reserve System ("Regulation E"), or in the Master Agreement.

1. Rules. The Services covered by these Terms and Conditions shall be governed with respect to electronic Entries by the Rules. If there are any inconsistencies between these Terms and Conditions and the Rules, the Rules shall govern, except with respect to a Debit or Credit Entry directed to an account of a Third Party (as defined below) at Cass or at any other financial institution for which Cass provides electronic data processing services (each, an "on us" item). Customer acknowledges that a copy of the Rules is available upon request at current NACHA prices.

2. Preparation and Submission of Entries.

a. Authorization. Customer shall obtain the authorization of any individual or entity ("Third Party") before initiating any Entry to such Third Party's account. Customer warrants that each Entry submitted has been authorized in accordance with the Rules. Customer shall provide Cass with evidence of any such authorizations upon request.

b. Record Retention. Customer will retain the original or a copy of each authorization for such period of time as may be required by the Rules or applicable law.

c. Medium and Format. All Entries initiated by Customer will be prepared and submitted in mutually agreed-upon medium and in format specified by Cass. Cass

may reject or refuse to execute Entries or files or tapes containing Entries not prepared in accordance therewith.

d. Content. In submitting any Entry, Customer shall be responsible for providing all information required by Cass. Customer bears sole and exclusive responsibility to verify that the information set forth in Entries submitted to Cass is authentic, accurate and conforms to the Rules. The Services hereunder are only designed to respond to information provided by Customer. Accordingly, any inaccuracy in any information provided by Customer may result in unintended processing by Cass. Cass bears no responsibility for detecting or reporting any error in data supplied by Customer and shall not be liable to Customer for any information provided by Customer with respect to an Entry which is inaccurate, incomplete or otherwise incorrect.

e. Prenotification. To the extent required by the Rules, Customer shall send prenotification that it intends to initiate an Entry to a particular account in accordance with the procedures set forth in the Rules or by Cass. The prenotification can be returned or result in a Notification of Change. If the prenotification is returned, Customer shall research the problem and make any necessary corrections before transmitting another Entry. If the prenotification results in a Notification of Change, Customer shall make the required change within six banking days of receipt or prior to initiating another Entry, whichever is earlier, or issue a Refused Notification of Change.

f. Supplemental Information. Customer shall insure that any Supplemental Information, in the form of payment, remittance or related data that Customer seeks to transmit electronically through Cass in conjunction with Entries, is accurate, in proper form, and conforms to any and all requirements of the Rules. Cass reserves the unrestricted right to decline to transmit any Supplemental Information on the basis that said Information is unreadable or unprocessable as well as for any other reason contemplated in or provided for under the Rules. In the event that Cass agrees to transmit and/or receive any Supplemental Information on Customer's behalf, Cass shall not be responsible for insuring and/or maintaining the confidentiality of any such Information.

3. Security Procedures.

a. Submission of Entries. Entries conveyed to Cass must be submitted with transmittal controls specified by Cass or according to mutually agreed-upon security procedures. Such controls and security procedures are solely for the purpose of verifying the origination (but not errors in transmission or content) of Entries.

b. Release. In order for Entries to be released, Customer may be required to communicate file totals to Cass in a manner satisfactory to Cass, prior to the daily cutoff time established by Cass from time to time. The procedures and associated PIN accompany confirmation of acceptance by Cass to process Customer's ACH Entries. Any reversals or file changes must be phoned into Cass' ACH department and followed up with a written or faxed request by an authorized individual.

c. Responsibility. Customer shall be strictly and solely responsible for (i) establishing and maintaining the security procedures to safeguard against unauthorized transmissions, (ii) insuring that no individual is allowed to initiate transfers in the absence of proper supervision and safeguards and (iii) for taking reasonable steps to maintain the confidentiality of the security procedures and any passwords, codes, security devices and related instructions provided by Cass in connection therewith.

d. Notification. If Customer suspects that any such information or instructions have become known or otherwise accessed by unauthorized persons, Customer shall notify Cass immediately and follow up such notice with written confirmation. The occurrence of unauthorized access will not affect any transfers made by Cass before Cass has actually received such notification and had a reasonable time to act to prevent any unauthorized transfers.

e. Obligation. If an Entry (or request for cancellation of an Entry) received by Cass purports to have been transmitted or authorized by Customer and Cass has acted in compliance with mutually agreed-upon security procedures with respect to such Entry (or request), such Entry (or request) shall be deemed effective as Customer's Entry (or request), and Customer shall be obligated to pay to Cass the amount thereof. Regardless whether an Entry (or request for cancellation of an Entry) has been accepted by Cass in good faith or in compliance with security procedures selected by Customer, the Entry (or request) will be deemed effective as Customer's Entry (or request) and Customer shall be obligated to Cass in the amount thereof if the Entry (or request) was authorized by Customer or Customer is otherwise bound thereby.

4. Processing of Entries.

a. Authorization. Cass is authorized to receive, process and initiate Entries for such Services as Cass and Customer may from time to time agree. Cass' records of such agreements shall be conclusive absent obvious error. Entries may be conveyed to Cass by data transmission or other method agreed to by Cass and Customer.

b. Delivery of Entries. Customer shall deliver Entries to Cass prior to the daily cutoff time established by Cass from time to time. Any Entry received by Cass after its daily cutoff time may be processed on the next banking day. Customer may convey Entries to Cass directly or through a data processing vendor. If Customer uses a data processing vendor, (i) Customer shall be deemed to have authorized Cass to follow the instructions of such vendor to the same extent and under the same conditions as would apply if the instructions came directly from Customer and (ii) Customer shall be responsible for insuring that such vendor fully complies with the Rules and that sufficient records of any Entries submitted by such vendor on Customer's behalf are maintained so as to permit the resolution of any questions concerning possible errors or discrepancies relating to Entries.

c. Methods of Processing. Cass in its sole discretion may process Entries which it receives from different customers in any order convenient to Cass and may select such means and routes for the transfer of funds as Cass considers appropriate under the circumstances. If an Entry describes the Third Party inconsistently by name and account number, payment of the Entry may be made by the Receiving Depository Financial Institution ("RDFI"), or by Cass, in the case of an "on us" Entry, on the basis of the account number even if it identifies a person different from the named Third Party, and Customer's obligation to pay the amount of such Entry is not excused in such circumstances. Cass has no duty to detect any such inconsistency in identification.

d. Rejected Entries. Cass has the right to reject any Entry pursuant to Section 2 or Section 3 above or because such Entry does not meet the criteria for processing as set forth in the Rules or by Cass. Upon notification that any Entry (or group of Entries) initiated by Customer has been rejected, or upon rejection by Cass pursuant to this Section 4 or Section 2 or Section 3 above, Cass will notify Customer and each rejected Entry will be returned, charged or credited back to the Settlement Account and confirmation of the action will be sent to Customer. Cass assumes no other responsibility with respect to such rejected Entry and Customer is responsible for remaking and resubmitting such Entry or otherwise handling the payments or charges with the Third Party. Cass may in its sole discretion remake and resubmit any rejected Entry but shall have no obligation to do so.

e. Cancellation. Customer shall have no right to cancel any Entry after its receipt by Cass. Cass shall, however, use reasonable efforts to act on a request by Customer for cancellation of an Entry prior to transmitting it to the ACH or, in the case of an on us Entry, prior to debiting/crediting a receiver's account, provided such request complies with Customer's security procedures, but Cass shall have no liability if such cancellation is not effected. Customer shall reimburse Cass for any expenses, losses or damages Cass may incur in effecting or attempting to effect Customer's request for the cancellation of any Entry.

f. Missed Deadlines. In the event that Cass misses a deadline for submission of Entries to any ACH, whether due to its delay or delay by Customer, Cass shall not be liable to Customer for such delay, but shall use good faith efforts to meet the next succeeding ACH deadline.

g. Termination. If an Entry is initiated and received for Customer's account after termination of the Services hereunder, Cass may, at its option, choose to reject or accept such Entry. If Cass chooses to accept such Entry, these Terms and Conditions shall govern.

5. Returns, Reversals, Adjustments and Notifications of Change.

a. Returns. Cass will give Customer prompt notice of returned Entries. Subject to Section 6 hereof, Customer shall be responsible for remaking and resubmitting any Debit Entries returned due to not sufficient

or uncollected funds, except where Customer requests, and Cass is capable, Cass will automatically redeposit Debit Entries returned due to insufficient or uncollected funds. Neither Customer nor Cass shall knowingly resubmit Debit Entries returned due to stop payment, revocation or termination of a Third Party's authorization. Customer shall be responsible for collecting any such funds due to it by other means. Cass may debit the Settlement Account for all funds that Customer has received for Entries that are subsequently returned.

b. Reversals. Customer or Cass may initiate reversing Entries as permitted by the Rules in the event that previously originated data is erroneous or duplicated.

c. Adjustments. Cass will give Customer prompt notice of adjustment Entries received by Cass and is authorized to debit or credit the Settlement Account for such adjustment Entries.

d. Notifications of Change. Cass will promptly notify Customer of all Notifications of Change received by Cass from any RDFI relating to any Entries transmitted to Cass by Customer.

6. Re-Presented Returned Items.

a. Compliance. Customer shall not re-present any item (within the meaning of Article 4 of the Uniform Commercial Code) that has been dishonored due to insufficient funds or similar reasons (a "Returned Item") unless the Returned Item is eligible for re-presentation under the Rules and Customer has complied with all applicable provisions of the Rules and any statutes, regulations and other legal requirements, including the requirement that Customer provide clear and conspicuous notice of its electronic check re-presentation policy at the time the Returned Item is initially issued.

b. Previous Deposits. If a Returned Item has previously been deposited and returned through the check process twice, Customer may only submit one Entry with respect thereto. If a Returned Item has previously been deposited and returned through the check process only once, Customer may submit up to two Entries with respect thereto.

c. Indemnification. With respect to each Entry Customer submits to Cass for the purpose of re-presenting a Returned Item, Customer shall indemnify and hold Cass harmless from and against the breach of any warranties Cass is deemed to make with respect thereto, including that: (i) Cass has good title to the Returned Item, (ii) all signatures on the Returned Item are authentic and authorized, (iii) the Returned Item has not been altered, (iv) the Returned Item is not subject to defense or claim, (v) Cass has no knowledge of any insolvency, (vi) the Entry accurately reflects the Returned Item, (vii) the information encoded after issue in magnetic ink on the Returned Item is correct and (viii) Cass will provide the drawee bank with

either the original or a copy of the Returned Item within ten banking days of the drawee bank's written request.

d. Retention. If Customer submits to Cass an Entry for the purpose of re-presenting a Returned Item, Customer shall retain the original Returned Item for at least 90 days after the settlement date of the Entry and shall retain a copy of such Returned Item for at least seven years after such settlement date. Customer shall provide to Cass any such originals and copies within three business days after request by Cass.

e. Charge Back. Cass may charge back against Customer any Entry that is presented for the purpose of re-presenting a Returned Item if that Entry is returned or reversed within 60 days of the settlement date of the Entry for any reason, including, but not limited to: (i) the Returned Item is not eligible for re-presentation under the Rules, (ii) no notice of Customer's electronic re-presentation policy was provided at the time the Returned Item was issued, (iii) all signatures on the Returned Item are not authentic or authorized, (iv) the Returned Item has been altered or (v) a stop payment has been placed on the Returned Item.

7. Provisional Payment. Pursuant to the Rules and applicable law, payment of any electronic Credit Entry by an RDFI to a Third Party is provisional until receipt of final settlement by such RDFI for that Entry. If such settlement is not consummated, (a) such RDFI shall be entitled to a refund from such Third Party and (b) Customer shall not be deemed to have paid the amount of such Entry.

8. Notices of Varying Transfer Amounts and Changes in Billing Date. Where a Third Party is a Consumer and has authorized Customer to initiate Debit Entries and the amount changes from the amount of the immediately preceding Debit Entry or the billing date changes from the immediately preceding billing date, Customer shall notify the Third Party in writing of the change in accordance with the Rules.

9. Right to Refund for Debit Entries. When initiating a Debit Entry, Customer acknowledges the right of a Third Party to stop payment on such Entry to a Consumer's account or to obtain a return of the funds withdrawn from a Consumer's account in accordance with the procedures set forth in the Rules and pursuant to Regulation E. Customer shall promptly reimburse Cass for all funds Customer has received when a Third Party follows these procedures.

10. Settlement Account. Customer shall maintain with Cass a commercial demand deposit account (the "Settlement Account") for settlement purposes. The Settlement Account shall be adjusted for any float costs incurred by Cass as a result of processing ACH Entries, paper checks, returns, reversals or adjustments. Customer shall maintain immediately available funds in the Settlement Account in an amount sufficient to cover all Credit Entries initiated by Customer, no later than the opening of business on the Settlement Date. Funds will be credited or debited to the Settlement Account as of the Settlement Date. The "Settlement Date" is the date an exchange of funds with

respect to an Entry is reflected on the books of (a) the ACH Operator, for an Entry transmitted through the ACH, or (b) Cass, for an Entry exchanged by Cass with the RDFI other than through the ACH.

11. Account Reconciliation. Entries processed by Cass will be reflected on Customer's periodic statement issued by Cass with respect to the Settlement Account. Customer shall notify Cass promptly of any discrepancy between Customer's records and the information shown on any such periodic statement. If Customer fails to notify Cass of any such discrepancy within 14 calendar days of receipt of a periodic statement containing such information, Cass shall not be liable for any loss, including loss of interest, resulting from Customer's failure to give such notice. If Customer fails to notify Cass of any such discrepancy within six months of receipt of such periodic statement, Customer shall be precluded from asserting such discrepancy against Cass.

12. Warranties. Customer warrants (which warranties shall be deemed reaffirmed by Customer with respect to each Entry) that: (a) each Debit Entry submitted to Cass is for a sum due and owing to Customer from a Third Party on the specified Effective Entry Date (the date that Customer intends the ACH transactions to be posted to the Third Party's account); (b) each Entry submitted is authorized by Customer and the Third Party, and prepared in accordance with instructions set forth by Cass and in the Rules; (c) each Entry submitted is accurate, in proper form, timely and in compliance with the Rules and Federal and state laws and regulations governing electronic funds transfer, including Regulation E; (d) the Third Party to whom each Entry pertains has authorized and consented to such Entry to the extent contemplated or required under the Rules prior to the submission of such Entry to Cass and such authorization and consent is in effect at the time of submission of the Entry to Cass and will remain so until such Entry is fully processed; and (e) Customer will maintain written evidence of such authorization in accordance with the requirements of any applicable laws and regulations and the Rules.

13. Indemnification. Customer shall indemnify and hold Cass harmless from and against all liability, loss and damage (including attorneys' fees and other costs incurred in connection therewith) resulting directly or indirectly from (i) breach of any warranty set forth herein, (ii) debiting or crediting of the amount of any Entry to the account of any Third Party as requested by Customer, (iii) delay of any institution other than Cass in debiting or crediting, or the failure of such institution to debit or credit, the amount of any Entry as requested by Customer, (iv) delay of Customer in initiating or failure of Customer to initiate any Entry and (v) effecting or attempting to effect Customer's request for the reversal or cancellation of an Entry.

FUNDS TRANSFER

Terms and Conditions

The following, together with the Treasury Management Services Master Agreement between Cass and Customer (the "Master Agreement") sets forth the terms and conditions under which Cass will provide funds transfer services to Customer. The services described herein are "Services" within the meaning of the Master Agreement, and these terms and conditions are "Service Terms and Conditions" within the meaning of the Master Agreement. Unless otherwise defined herein, capitalized terms shall have the meanings provided in the Master Agreement.

1. Terms. The terms used in the Terms & Conditions have the meaning given to them in Article 4A of the Uniform Commercial Code – Funds Transfers (UCC 4A). The laws of the state in which the Covered Account is located will govern these Service Terms and Conditions. These Service Terms & Conditions are subject to UCC 4A, as adopted in the state whose law governs these Service Terms & Conditions, or as adopted by the National Conference of Commissioners on Uniform State Laws if that state has not adopted UCC 4A. These Service Terms & Conditions are also subject to all clearinghouse association rules, rules of the Board of Governors of the Federal Reserve System and its operating circulars. If any part of these Terms & Conditions is determined to be unenforceable by a court of competent jurisdiction, that part shall be ineffective, without invalidating the balance of the Terms and Conditions. These Terms & Conditions control funds transfers unless supplemented or amended in a separate written agreement signed by Cass.

2. Definitions. As used herein, the following terms shall have the following meanings:

a. "Authorization" shall mean the Customer's authorization designated on the Cass Wire Transfer Authorization form or set-up form, fully completed and delivered to Cass, and any supplement thereto or amendment thereof.

b. "Authorized Confirmer" shall mean the individual authorized by Cass or the Customer to confirm a Payment Order subject to any applicable Security Procedures.

c. "Authorized Representative" shall mean the individual or individuals, if any, authorized on behalf of the Customer and listed in the most current Authorization on file at Cass.

d. "Beneficiary" shall mean the person to be paid by a funds transfer initiated by Customer hereunder.

e. "Covered Account" shall mean each deposit account maintained in the name of Customer at Cass and described in the most current Authorization on file at Cass.

f. "Fedwire Regulation" shall mean Subpart B of Regulation J of the Board of Governors of the Federal Reserve System, as amended from time to time.

g. "Fedwire" shall mean the funds-transfer system owned and operated by the Federal Reserve Banks that is used primarily for the transmission and settlement of payment orders governed by the Fedwire Regulation.

h. "Payment Order" shall mean an instruction to Cass, from or in the name of Customer, to pay or cause another financial institution to pay a fixed or determinable amount of money to a Beneficiary.

i. "Repetitive Transfers" shall mean funds transfers in which the Covered Account, Beneficiary, Beneficiary's financial institution, and Beneficiary's deposit account are the same for each transfer, and only the date and dollar amount and any optional additional information vary.

j. "Security Procedures" shall mean those procedures (i) specified in the Authorization or (ii) as otherwise agreed to by Cass and Customer, for transmitting Payment Orders to Cass and for verifying such Payment Orders upon receipt by Cass, as such procedures may be amended or supplemented from time to time by Customer and Cass.

3. Authorized Representative or Covered Account Designations. Customer shall promptly deliver to Cass an updated Authorization whenever there are deletions from, additions to or changes to (i) the lists of Authorized Representatives, if any designated by such Customer (ii) the funds transfer authority of Authorized Representatives, or (iii) the list of Covered Accounts. For all Services hereunder, until Cass has received such an updated Authorization and has had a reasonable time to act thereon, Cass may continue to act pursuant to the most current Authorization on file at Cass. With respect to Customer's who designate Authorized Representatives, Customer warrants and represents that each Authorized Representative shall be a person who is authorized to direct funds transfers to Customer's funds pursuant to depository resolutions of Customer from time to time in effect at Cass.

4. Security Procedures. Cass will use the Security Procedures to detect unauthorized Payment Orders prior to execution of such Payment Orders by Cass. The Security Procedures are designed solely for the purpose of verifying the origination of Payment Orders. Some of the Security Procedures, which Cass offers, are available only if Customer transmits Payment Orders directly to Cass' funds transfer department by telephone, computer or other electronic means. Accordingly, Customer acknowledges that if Customer issued a Payment Order to a representative of Cass outside Cass' funds transfer department, Customer will be deemed to have refused such Security Procedures and to have agreed to be bound by such Payment Order, whether or not authorized, which is issued in Customer's name and accepted by Cass in good faith. Cass may, at its option and in its sole discretion, assign identification codes, approval

codes, test codes, personal identification numbers or other security devices to Customer for use in connection with the Services provided hereunder. If such a security device is so assigned or otherwise offered, Customer shall use or cause such security device to be used when submitting any and all Payment Orders to Cass. If such a security device is so assigned or offered and a Payment Order used the identifying number, code or other security device, Cass may rely solely on the security device as conclusive identification of the sender. Cass may, at its discretion, use an Authorized Confirmer, who is a bank employee authorized by Cass, or offer the Customer the use of an Authorized Confirmer, who Customer shall designate, as a Security Procedure for verification of Customer's Payment Order. If such a Security Procedure is so assigned or offered, the Authorized Confirmer shall make a telephone call to confirm the Payment Order. If a Payment Order received by Cass purports to have been transmitted or authorized by Customer and Cass has acted in compliance with the Security Procedures with respect to such Payment Order, such Payment Order shall be deemed effective as Customer's Payment Order, and Customer shall be obligated to pay to Cass the amount of such Payment Order. Regardless whether Cass accepted a Payment Order in good faith or in compliance with the Security Procedures, the Payment Order will be deemed effective and Customer shall be obligated to Cass in the amount of such Payment Order if Customer authorized the Payment Order or Customer is otherwise bound thereby.

5. Processing of Payment Orders.

a. Authorization. Customer authorizes Cass from time to time to transfer funds of Customer from a Covered Account to any other deposit account of Customer or a Beneficiary at Cass or another financial institution, or to another financial institution for the benefit of Customer or a Beneficiary, when requested to do so in a Payment Order. With respect to Customer who designate Authorized Representatives, Customer authorizes Cass to accept Payment Orders from an Authorized Representative or any person purporting to be an Authorized Representative. For all Services hereunder, Payment Orders may be transmitted to Cass by any means approved by Cass, including oral, written or electronic communication. Cass is authorized to electronically record all oral Payment Orders and to retain such recordings as long as Cass considers it necessary.

b. Accuracy. In submitting any Payment Order, Customer shall be responsible for providing all necessary information required by Cass. Cass' funds transfer services are only designed to respond to information provided by Customer. Accordingly, any inaccuracy in any information provided by Customer may result in an unintended transfer of funds. Cass bears no responsibility and shall not be liable to Customer for any information provided by Customer in a Payment Order, which is inaccurate, incomplete or otherwise incorrect.

c. Method of Execution. No Payment Order shall instruct Cass to debit any deposit account of Customer

at Cass other than a Covered Account. Cass in its sole discretion may execute Payment Orders it receives from Customer and payment orders it receives from other customers in any order convenient to Cass and may select such means and routes for the transfer of funds as Cass considers appropriate under the circumstances. Cass will rely on the identifying number set forth in any Payment Orders submitted by Customer as to the proper identification of any Beneficiary or financial institution. If a Payment Order describes the Beneficiary or any Beneficiary's financial institution inconsistently by name and account or other identifying number, Cass and the financial institution may execute and accept such Payment Order on the basis of the account or other identifying number, even if such number identifies a person other than the named Beneficiary or financial institution, and Customer's obligation to pay the amount of such Payment Order is not excused in such circumstances. Cass has no duty to detect any such inconsistency in identification. If more than one Payment Order is made at or about the same time and the available funds in the applicable Covered Account do not cover all of such Payment Orders, Cass may at its option execute as many of such Payment Orders as possible within the dollar limits of such available funds in any order convenient to Cass. Cass will execute such Payment Order provided that the Payment Order is authorized by the Customer or is verified by Cass in compliance with a Security Procedure for verifying the authenticity of the Payment Order. With respect to customers who designate Authorized Representatives, (i) Cass shall not accept Payment Orders unless issued by an Authorized Representative or a person purporting to be an Authorized Representative, and (ii) if a dollar limit is listed next to the name of any Authorized Representative, Cass shall not accept any Payment Order issued by such Authorized Representative or a person purporting to be such Authorized Representative in excess of such limit. With respect to Customers who designate a Covered Account, if a dollar limit is listed next to the designation of any Covered Account, Cass shall not accept any Payment Order in excess of such limit.

d. Timing. Customer shall submit Payment Orders to Cass prior to the daily cutoff time established by Cass from time to time. Any Payment Order received by Cass after its daily cutoff time may be processed on the next banking day.

e. Repetitive Transfers. If Cass or Customer determines that certain funds transfers have become Repetitive Transfers, Cass may assign a repetitive code to Payment Orders pertaining to such Repetitive Transfers.

f. Cass Internet Banking. If Cass provides Cass Internet Banking to Customer, Customer shall follow all procedures relating to Cass Internet Banking.. Customer shall provide such additional information and execute such additional documentation relating to Cass Internet Banking as Cass may from time to time require.

g. Cancellation. Customer shall have no right to cancel any Payment Order after its receipt by Cass. Cass shall, however, use reasonable efforts to act on a request by Customer for cancellation of a Payment Order prior to

execution by Cass of such Payment Order, provided such request complies with the Security Procedures, but Cass shall have no liability if such cancellation is not effected. Customer shall reimburse Cass for any expenses, losses or damages Cass may incur in effecting or attempting to effect Customer's request for the cancellation of any Payment Order.

h. Compliance. The rights and obligations of Customer and Cass with respect to any funds transfer which is carried out through Fedwire shall be governed by the Fedwire Regulation. Any Payment Order submitted by Customer shall also be subject to the rules, regulations and by-laws governing the particular funds transfer network utilized by Cass.

6. Account Reconciliation. Payment Orders executed by Cass will be reflected on Customer's periodic statement issued by Cass with respect to each Covered Account. Customer shall notify Cass promptly of any discrepancy between Customer's records and the information shown on any such periodic statement. If Customer fails to notify Cass of any such discrepancy within 14 calendar days of receipt of a periodic statement containing such information, Cass shall not be liable for any loss, including loss of interest, resulting from Customer's failure to give such notice. If Customer fails to notify Cass of any such discrepancy within six months of receipt of such periodic statement, Customer shall be precluded from asserting such discrepancy against Cass.

7. Indemnification. Customer shall indemnify and hold Cass harmless from and against all liability, loss and damage (including attorneys' fees and other costs incurred in connection therewith) resulting directly or indirectly from Cass' acting or refusing to act upon any Payment Order in accordance herewith.

8. Cooperation. If Cass is entitled under the law governing mistake and restitution to recover from any Beneficiary or other recipient all or any part of a funds transfer hereunder, Customer shall upon Cass' request, but without expense to Cass, testify in any legal proceedings, sign all lawful papers, make all lawful oaths, and generally do all other and further lawful acts, deemed necessary or expedient by Cass to assist or enable Cass to recover from such Beneficiary or other recipient.

9. International Payments. If a Payment Order provides for the transfer of funds to a Beneficiary located in a foreign country, the Beneficiary may not receive funds on that day. Additionally, the Beneficiary's financial institution may elect to pay the Beneficiary in foreign currency at the buying rate of exchange for funds transfers of the Beneficiary's financial institution. It is Customer's responsibility to advise the Beneficiary of these possibilities. Customer bears all risk of loss due to fluctuation in the rate of exchange.

CASS INTERNET BANKING & BILL PAYMENT

Terms and Conditions

The following, together with the Treasury Management Services Master Agreement between Cass and Customer (the "Master Agreement") sets forth the terms and conditions on which Cass Internet Banking will be provided by Cass to Customer. The services described herein are "Services" within the meaning of the Master Agreement, and these Terms and Conditions are "Service Terms and Conditions" within the meaning of the Master Agreement. Unless otherwise defined herein, capitalized terms shall have the meanings provided in the Master Agreement.

1. Access. Customer shall designate individuals authorized to access the Services, and access to the Services will be provided as described in the User Manual. Cass will control access to the Services through the use of Client IDs, User IDs and Passwords. Anyone with knowledge of Client IDs, User IDs and Passwords will be able to access the Services.

2. Hardware and Software. Cass shall provide Customer with the specifications for any hardware and software which Cass has determined to be compatible with the Services. Customer shall be responsible at its cost for acquiring the required hardware and/or software and installing and maintaining it in good working condition. If Customer chooses hardware and/or software that differs from that recommended by Cass, Cass shall not be liable to Customer for any malfunction, nonfunction, inaccuracy or other failure of the Services to operate as expected. If Cass provides Customer with software to access the Services, Customer will have a non-exclusive, non-transferable sublicense to use the software, and by using the software, Customer agrees to comply with Cass' Sublicensed Software Services Terms and Conditions. Upon termination of the sublicense, Customer's rights to use the software will terminate immediately without notice.

3. Accuracy and Timeliness of Information.

a. Cass will use reasonable efforts to provide the information requested through the Services in a prompt fashion, but shall not be liable for temporary failure to provide timely information. In such event, Customer shall be responsible for carrying out banking business through alternative delivery channels. Cass shall not be liable for any inaccurate or incomplete information with respect to transactions which have not been completely processed or posted to Cass' system prior to being made available pursuant to the Services. Information with respect to all transactions is provided solely for Customer's convenience, and Customer shall have no recourse to Cass as to use of such information.

4. Funds Transfers.

a. Customer authorizes Cass to transfer funds of Customer between any accounts of Customer at Cass when requested to do so in an instruction by Customer to Cass. Any such transfer shall be in an amount not to exceed any limit established by Cass from time to time.

b. Funds will be transferred in accordance with mutually-agreed upon security procedures. Such procedures are solely for the purpose of verifying the origination (but not errors in transmission or content) of funds transfer orders. Customer agrees that any such procedures are commercially reasonable. If a funds transfer order received by Cass purports to have been transmitted or authorized by Customer and Cass has acted in compliance with such procedures, then such funds transfer order shall be deemed effective, and Customer shall be obligated with respect thereto.

c. Cass shall not be liable for failure to execute any funds transfer order for which Customer has not provided Cass with complete information or which would violate these Terms and Conditions, the User Manual or any other agreement between Customer and Cass. Customer shall submit funds transfer orders to Cass prior to the daily cutoff time established by Cass from time to time. Any funds transfer order received by Cass after its daily cutoff time may be processed on the next banking day. Customer assumes responsibility for verifying availability of funds at the time of funds transfer orders.

d. Funds transfer orders will be reflected on Customer's periodic statements issued by Cass. Customer shall notify Cass promptly of any discrepancy between Customer's records and the information shown on any such periodic statement. If Customer fails to notify Cass of any such discrepancy within 14 calendar days of receipt of a periodic statement containing such information, Cass shall not be liable for any loss, including loss of interest, resulting from Customer's failure to give such notice. If Customer fails to notify Cass of any such discrepancy within six months of receipt of such periodic statement, Customer shall be precluded from asserting such discrepancy against Cass.

e. If more than one funds transfer is made at or about the same time and the available funds in the applicable account do not cover all of such funds transfer orders, Cass at its option may execute as many of such funds transfer orders as possible within the dollar limits of such available funds, in any order convenient to Cass.

5. Stop Payment Requests. If Customer has chosen to use the Stop Pay service, Customer agrees that stop payment orders or cancellations initiated using the Services will be handled as provided in the terms and conditions of any deposit and/or loan accounts which Customer has chosen to be accessible through the Services. No written confirmation to Cass of stop payment orders or cancellations placed via the Services is necessary. Before placing stop payment requests, Customer is responsible for verifying nonpayment of the item during all prior check information retention periods. Customer is responsible for verifying that stop payment orders and cancellations are entered correctly.

6. Accounts at Other Banks. Customer authorizes any other banks at which Customer maintains accounts which Customer has designated as covered by the Services to release all of such account information to Cass for release via the Services. Such other banks shall not be liable to Customer for providing such information to Cass and Customer through the Services. All of the provisions of these Terms and Conditions shall apply to such accounts.

7. Limited Use. Customer may use the Services and any software provided in connection with the Services for business use and for as long as Cass provides the Services to Customer. Customer shall return any software upon termination of the Services.

8. Important Disclaimer and Intellectual Property Notice. Cass endeavors to provide Customer with quality online banking available. However, due to the unpredictable nature of the Internet, occasional inaccessibility to the Cass website should be expected. Additionally, Cass cannot and does not guarantee the completeness or accuracy of the information provided herein. Online bill payment is provided to Customer for Customer's convenience. The actual payment of such bills is handled by an independent third party, and Cass cannot and will not guarantee or be held responsible for the completion and accuracy of such transactions. Cass reminds Customer that the Internet lacks inherent security for commercial transactions and therefore Cass cannot and does not guarantee that downloads from the Cass website will not contain a virus or other destructive device. Additionally, Customer may provide, request and receive information from the Cass website with the knowledge that such information can be intercepted and/or viewed by unknown third parties.

POSITIVE ACCOUNT RECONCILIATION

Terms and Conditions

The following, together with the Treasury Management Services Master Agreement between Cass and Customer (the "Master Agreement"), sets forth the terms and conditions under which Cass will provide its "Positive Account Reconciliation" service to Customer. The services described herein are "Services" within the meaning of the Master Agreement, and these terms and conditions are "Service Terms and Conditions" within the meaning of the Master Agreement. Unless otherwise defined herein, capitalized terms shall have the meanings provided in the Master Agreement.

1. Authorized Representative. Customer shall provide Cass with a list of the names of the individuals who are authorized to make payment decisions with respect to the Services hereunder. Customer shall promptly notify Cass in writing whenever there are deletions from or additions to such list. Until Cass has received any such notification and has had a reasonable time to act thereon, Cass may continue to act pursuant to the most current list on file at Cass.

2. Transmission and Input of Check Information. Prior to the target time established therefor by Cass from time to time on any day (whether or not a business day) during which Customer issues any check or other item ("Checks") drawn by Customer on an account at Cass for which Cass provides Services hereunder, Customer shall transmit such information identifying such Check as Cass may from time to time require, including account number, serial number, date and amount ("Check Information"), to Cass in such format as Cass may from time to time require. If Customer is unable to transmit any Check Information on the day of such issue, Customer shall transmit such Check Information to Cass on the next day on which Cass is open to the public for carrying on substantially all of its banking functions (a "Banking Day"). Cass shall input all Check Information received from Customer into Cass' account reconciliation system.

3. Check Presentment; Payment or Return.

a. On the Banking Day following presentment of any Check at Cass, Cass shall, by the deadline established therefore by Cass from time to time (the "Reporting Deadline"), compare the Check Information for such Check to the Check Information contained in Cass' account reconciliation system as provided by Customer.

b. If the Check Information for such Check matches the Check Information contained in Cass' account reconciliation system as provided by Customer, such Check shall be deemed conclusively authorized by Customer to be paid by Cass without further examination by Cass.

c. If the Check Information for such Check does not match the Check Information in Cass' account reconciliation system as provided by Customer, Cass shall review such Check for evidence of MICR misencoding or misreading. If Cass determines that there has been MICR misencoding or misreading, Cass shall make the necessary corrections and such Check shall be deemed conclusively authorized by Customer to be paid.

d. If there has been no MICR misencoding or misreading with respect to such Check, or if after such correction the Check Information for such Check still does not match the Check Information in Cass' account reconciliation system as provided by Customer, Cass shall notify Customer by the Reporting Deadline. Unless an authorized representative of Customer instructs Cass to pay such Check, Cass shall return such Check to the depository bank. If Cass does not receive any such instruction from Customer complying with such requirements, Customer shall be deemed to have instructed Cass to return such Check to the depository bank.

e. Nothing herein shall affect Cass' right to return any Check to the depository bank (i) if the account on which such Check was drawn does not contain sufficient available funds to pay such Check or (ii) if Cass in its sole discretion determines that such Check is not properly payable.

5. Stopping Payment. If Customer desires to stop payment of any Check, Customer must issue a stop-payment order with respect to such Check in accordance with Cass' usual stop-payment procedures. Service fees will apply to Checks returned in accordance with such stop payment procedures.

6. Liability. Cass shall not be responsible for any liability, loss or damage resulting from (i) a payment in accordance with the provisions hereof of any Check which is altered or unsigned or which bears the forged or unauthorized signature of Customer or (ii) return of any Check to the depository bank in accordance with the provisions hereof.

WHOLESALE LOCKBOX SERVICES

Terms and Conditions

The following, together with the Treasury Management Services Master Agreement between Cass and Customer (the "Master Agreement") and the written instructions agreed to by Customer and Cass which describe and set forth necessary information relating to particular processing, delivery and reporting options (the "Specifications"), sets forth the terms and conditions under which Cass will provide wholesale lockbox services to Customer. The services described herein and in the Specifications are "Services" within the meaning of the Master Agreement, and these Terms and Conditions and the Specifications are "Service Terms and Conditions" within the meaning of the Master Agreement. Unless otherwise defined herein, capitalized terms shall have the meanings provided in the Master Agreement or in the Specifications.

Customer will instruct its customers to forward remittances to the lockbox remittance address, and thereafter such remittances shall be handled as follows:

1. **Access.** Cass is authorized to have exclusive and unrestricted access to mail directed to the lockbox remittance address and to collect such mail from the designated post office.
2. **Processing.** Cass is authorized to remove and examine the contents of each envelope in accordance with Cass' wholesale lockbox service processing guidelines. Cass will process and deposit into the Designated Depository Account remittances in accordance with the Customer Profile and its internal procedures, and will observe the following:
 - a. **Check Date** - Cass will not examine any checks or other items ("Checks") with respect to check dates.
 - b. **Check Amount** - Cass will process the Check according to the numeric amount shown. If the numeric amount is unclear, Cass will process the Check according to the written amount. If Cass determines the Check is ambiguous, Cass will return the Check as an exception.
 - c. **Payee** - Checks made payable to the Acceptable Payees or any reasonable derivation thereof are acceptable for deposit. Checks made payable to others or with 'blank' payee names will be returned by Cass to Customer as exceptions.
 - d. **Missing Signature** - In the absence of a signature, Cass may process the Check.
 - e. **Exceptions** - If a Check is treated as an exception, it will be forwarded by Cass to

Customer with the remittance data, and not deposited or otherwise reflected in the account of Customer.

- f. **Correspondence** - Any miscellaneous enclosures which are not included with a payment, as well as any envelope that does not contain a Check, will be returned to Customer.
 - g. **Paid In Full** - Cass will disregard any notation on a Check containing "paid in full" or other restrictive notation, whether preprinted or handwritten, and treat any such Check as though such notation did not appear thereon.
 - h. **Foreign Banks and Currency** - Items drawn on foreign banks or payable in foreign currency will be processed through normal banking channels or entered for collection. Exchange values will be posted to Customer's designated depository account.
3. **Remittance Data.** Cass will prepare remittance data in the following manner:
- a. Prepare an advice of credit to Customer's account showing the total amount deposited to the Designated Depository Account.
 - b. Invoices, checks, and related payment information will be scanned and retained by Cass for 90 days
 - c. Customer will be provided access to deposit information, reports, and copies of checks and ancillary documents via a secure website hosted by Cass.
4. **Envelopes.** Customer shall exclude the use of any form of prepaid Business Reply Mail Envelopes for its lockbox remittances and review any proposed envelope changes with Cass prior to use.
5. **Availability.** Cass has provided to Customer, and Customer acknowledges receipt of, Cass' current availability schedule for Check deposits received by Cass pursuant to Cass' wholesale lockbox service.

CASS FUNDS TRANSFER

Customer Information

Account Name: _____

Contact Name: _____

Customer Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Internet Address: _____

List deposit account numbers eligible for funds transfer:

Wire Transfer Security Procedures

Cass offers three options for security procedures in accordance with our Funds Transfers terms and conditions. Please select one procedure to be incorporated with the Personal Identification Number (PIN).

- PIN Only - Security is based solely on the Personal Identification Number (PIN). A unique PIN is assigned by you to each authorized representative and should be kept confidential. This is the default option.
- Call Back - For each wire transfer request, security is based on the Personal Identification Number (PIN) and telephone verification by an authorized representative of your company.
- Call Back with Limits - Wire transfer requests exceeding the authorized dollar limit need telephone verification by your company's authorized representative.

Transfer Limit \$ _____

Authorized Representatives for wire transfers:

Caller's Full Name	Telephone Number	E-mail Address	Pin Number (4-Digits)	Initiation Limit	Initiate Wires = I Confirm Only = C Both = IC

Internet Banking Access Authorization

REQUESTED SERVICES

Check all that apply:

- Internet Banking (Access account balances, transfer money, and conduct common banking tasks online)
- Bill Payment (Pay bills on-line. Pay any individual or company)
- Transfer of funds by wire transfer Daily limit amount \$
- ACH (payments, collections, payroll) Daily limit amount \$
- EFT Tax Payments (federal) Daily limit amount \$
- State Tax Payments (not yet available)
- Cass ACH (Goldleaf/ProfitStars) Daily limit amount \$

You are required to tell us what type of approval your company wishes to utilize for ACH, wire transfer, and tax payments.

None	Approval is not required.
Require Approval	File needs to be approved by approver – can be same person if that person has approval permission and the file is within their approval limits.
Require Approval by Other User	File needs to be approved by an approver – can NOT be same person even if that personal has approval permission.

Requested Approval Method:

INTERNET USERS

Companies must designate a system Super User administrator or supervisor. This supervisor is responsible for establishing access rights for other users. In addition to an e-mail address, the Super User must provide us with his/her mother's maiden name or a 4-digit PIN number, which is used to confirm the user's identity over the phone should we need to reset his/her User ID and password.

Supervisor User Information

Name	E-Mail Address	Mother's maiden name or a 4-digit PIN number
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>

eSTATEMENTS

Please list those individuals that are not signers on the account but will be authorized to receive electronic statements

The undersigned agrees to notify Cass Commercial Bank (“Cass”) in writing of any additions, deletions, or revisions to this authorization. The undersigned further certifies that he/she is empowered to execute this agreement.

By placing my signature below, I authorize Cass to grant the access referred to above. Confidentiality of my User ID and password is my responsibility. I am responsible for promptly reviewing account activity and notifying Cass if any errors are present on my bank statement(s) by calling (314) 506-5500. I further acknowledge that commercial users are responsible for setting the access levels for other established, non-supervisory users as stated above. Cass is not liable for errors that may result from your failure to protect your User ID and password. If I need my User ID and password reset, I must be able to provide my mother's maiden name or indicated PIN number above. I understand that Cass may refuse my request to reset my User ID or password or terminate my enrollment in Internet Banking for any reason without prior notice. By signing below, I agree that Internet Banking services are subject to the terms and conditions set forth in the Business Deposit Account Rules & Regulations, receipt of which is hereby acknowledged, and further accepts all future terms and conditions of Cass concerning Internet Banking.

Authorized Signer: _____

To be completed by Cass:

Title: _____

Officer Signature: _____

Date: _____

Date Accepted _____ FSR: _____

WHOLESALE LOCKBOX PROCESSING INSTRUCTIONS

CUSTOMER INFORMATION: - To be completed by client

Depositor's Name: Department Number:
Contact Name: Anticipated Monthly Volume:
Contact Phone Number: E-mail:
Depositor's operating account number at Cass:

PROCESSING INSTRUCTIONS - To be completed by client

1. List acceptable payee(s):

Blank lines for listing acceptable payee(s).

2. Indicate preferred delivery method by checking one or more:

- PDF Detail Report, Image Print Report, Import File

3. Please check the detail report that you want to utilize.

- Std (Reverse process order), Std# (Remittance # - numeric order), Stdcity (Sorted by process order with 2 user defined fields available), Stdcity# (Sorted by Remittance # - numeric order with 2 user defined fields available), StdcityA (Sorted by name alphabetically with 2 user defined fields available), StdcityB (Sorted by process order/grouped by batch with subtotals and 2 user defined fields), Customized report (\$150 per hour programming), No detail report needed

4. Please check the image print report that you want to utilize:

- Docs.exe (Shows 3 images to a page or full page invoice per page), Docs2.exe (Page break between each transaction), Docs7.exe (Page break after every single image), No image report needed

5. Identify which of the following checks are acceptable to process:

- Payment or settlement in full, Foreign Items, From a third party, Canadian Items, Restrictive endorsement, Guarantee of Amounts, Lien waivers, No Signature

Accepted By: Date Accepted: FSR:

Customer Authorized Signature:

Signature line box

