



FIRST NATIONAL BANK - FOX VALLEY
Appleton - Menasha - Neenah - Oshkosh

First National Bank Fox Valley Wire Transfer Services Agreement

This Wire Transfer Services Agreement is made as of the 11th day of Dec. 2009 by and between First National Bank Fox Valley (the "Bank"), and the undersigned City of Menasha (the "Customer").

1. **Definitions:** Capitalized terms used and not otherwise defined in this Agreement shall have the meanings given to them in Schedule A to this Agreement.
2. **Effective Date/Term:** This Agreement becomes effective when Bank notifies Customer that the Wire Transfer Services have become available and continues until terminated as provided in the Section titled "Termination" or when Customer no longer maintains any Accounts.
3. **Scope:** This Agreement describes the terms and conditions that apply to domestic and international Funds Transfers to and from Customer's accounts at or with Bank using Fedwire and other Funds Transfer systems recognized by Bank or used by Bank's Processors. Customer and Bank shall mutually designate upon signing this Agreement and from time to time thereafter those accounts of Customer at Bank for which Customer desires to originate Payment Orders to affect Funds Transfers under the terms of this Agreement. This Agreement excludes automated clearinghouse transactions.
4. **Agreement:** Bank shall provide Customer with the Wire Transfer Services as described and to the extent, but subject to the terms, conditions, and limitations, including limitations on liability, set forth in this Agreement.
5. **Funds Transfers:** Subject to the terms and conditions of this Agreement, Customer may issue, and Bank is authorized to honor, Payment Orders sent to Bank to affect Funds Transfers from Accounts to accounts of Customer or third parties at domestic or foreign financial institutions. Customer authorizes Bank (i) unless otherwise specifically designated by Customer, to select the Funds Transfer system routing and means of transmission Bank deems reasonable under the circumstances, (ii) to affect Funds Transfers on behalf of Customer upon receipt of Payment Orders communicated to Bank, and (iii) to charge Customer's accounts at Bank for each Payment Order Bank executes.
6. **Rules:** Customer agrees to comply with all Bank's Rules applicable to Funds Transfers, Payment Orders and related matters. Bank may, at any time and from time to time, prescribe or change Rules by posting notice of the change on its Website, by transmitting notice to Customer, or by making notice of the changes or the changed Rules available from Bank's branch offices or through its Private Banking Department.
7. **Format; Cut-off Time; Business Days:** If Bank receives a Payment Order or an amendment or cancellation thereof after the cut-off time established by Bank for same day processing of Payment Orders, then Bank may treat such Payment Order, amendment or cancellation as being received at the opening of business on the following Business Day. Until further notice by Bank, the cut-off time for receipt of Payment Orders for same day processing is 3:00 PM Central Standard Time for domestic wires and 3:00 PM for international wires. Bank shall provide the Wire Transfer Services hereunder only on those Business Days that both Bank and the Federal Reserve Bank are open for business.
8. **Insufficient Available Funds:** If there are insufficient Available Funds in the Customer's Account to honor the Payment Order, Bank, in its sole discretion, may (i) pay, reject or dishonor the Payment Order, or in its discretion, (ii) execute the Payment Order and, at Bank's option, transfer to the designated Account from any other account of Customer, funds sufficient to cover the deficiency in the designated Account. No course of dealing or conduct on any prior occasion or occasions shall give Customer the right to expect or rely on Bank's honoring a Payment Order from the designated Account if it lacks sufficient Available Funds. Customer shall immediately pay the amount by which any Account is short sufficient Available Funds as the result of Bank's honoring a Payment Order, together with any fees and charges resulting from the overdraft or Payment Order.
9. **Cancellation or Amendment of Payment Orders:** Customer has no right to cancel, correct or amend any Payment Order after it has been received by Bank. If Bank, in its discretion, acts on Customer's request to cancel or amend a Payment Order whether before or after Bank executes the Payment Order, Bank will have no liability if such cancellation, correction or amendment is not effected, regardless of the reasonableness or diligence or lack thereof Bank's actions. Bank may request that any cancellation, correction or amendment to a Payment Order be done in writing.
10. **Reliance on Account and Identifying Numbers:** Bank is not responsible for detecting errors in any Payment Order. Customer acknowledges that Funds Transfers may be made on the basis of an account number or other identifying number (including a bank transit routing number). Bank and any receiving bank (including any Beneficiary's Bank and any Intermediary Bank) may rely on the account number or other identifying number (including a bank transit routing number) of any bank, person or bank account specified in the Payment Order even if such numbers identify a bank, person or bank

account different from the bank, person or bank account designated by name, and Customer's obligation to pay the amount of the Payment Order to Bank is not excused in any such circumstances.

11. Rejection of Payment Orders: Bank has the right to reject and refuse to accept, and will have no liability for rejection of or refusal to accept, any Payment Order for any reason it determines in good faith to be valid ground for doing so, including:
- (a) any actual, threatened or suspected breach of system integrity, fraud, loss of confidential data, mistake violation of applicable laws or financial loss to Customer, Bank or any third party, and
 - (b) Customer's failure to (i) maintain sufficient Available Funds in the Account designated in the Payment Order, (ii) make the Payment Order unconditional, (iii) supply required or sufficient information in the Payment Order, (iv) submit the Payment Order to Bank in the proper format, (v) transmit the Payment Order by means designated or recognized by Bank, (vi) comply with any applicable federal, state, local or foreign law, regulation, code, ordinance, ruling or court or arbitration order, including those dealing with money laundering, wire fraud, and restrictions imposed by the Office of Foreign Asset Controls, (vii) provide accurate or consistent payment information, or (viii) comply with Security Procedures.

If Bank rejects any Payment Order, Bank will endeavor to notify Customer by telephone, electronic transmission, telecopy, or other reasonable means within a reasonable time of its rejection of such Payment Order, but Bank will have no liability to Customer for failure or delay in providing such notice.

12. Security Procedures:

- (a) Customer agrees to adopt, use and follow the Security Procedures. In addition to the Security Procedures, Bank may in its discretion use additional procedures to verify the authenticity of Payment Orders. Customer shall perform regular periodic audits of its compliance with Security Procedures and correct all deficiencies disclosed, conduct initial and periodic thorough background checks on all Authorized Users and other employees involved in Customer's Funds Transfers activities. When an Authorized User is no longer employed with the Customer, or no longer authorized to conduct Funds Transfers, Bank must be notified to delete Authorized User from database.
- (b) Any Payment Order communicated to Bank in the name of Customer will be effective as the Payment Order of Customer, whether or not authorized, if the Payment Order is accepted by Bank in good faith and in compliance with the Security Procedures (i) regardless of the actual identity of the sender thereof, and (ii) notwithstanding that any signature cards or other Account Documents or arrangements may require two or more signatures to access an Account.
- (c) Customer agrees to pay to Bank the amount of each Payment Order which is authorized by Customer or for which Customer is otherwise liable, whether or not Bank complied with the Security Procedures.
- (d) Customer acknowledges that the Security Procedures are designed to verify the authenticity of Payment Orders and not to detect errors contained in any Payment Order. Customer is solely responsible for the accuracy and completeness of each Payment Order.
- (e) Customer acknowledges that the Security Procedures agreed upon by Customer and Bank provide to Customer a commercially reasonable degree of protection against unauthorized Funds Transfers in light of Customer's particular needs and circumstances.
- (f) Bank is not obligated to accept any Payment Order, amendment or cancellation that is communicated to Bank other than in compliance with the Security Procedures. Bank will not be responsible for its refusal to act upon any Payment Order that does not comply with the Security Procedures including, but not limited to, those situations which Bank's reasonable efforts to verify a Payment Order in accordance with the Security Procedures have failed, or when action has been delayed by Bank until verification can be obtained.
- (g) If a Payment Order (including any amendment or cancellation of a Payment Order) is communicated to Bank by or on behalf of Customer other than in compliance with the Security Procedures, and Bank accepts such Payment Order, amendment or cancellation in good faith, then (i) Customer agrees to be bound by that Payment Order, amendment or cancellation, whether or not it is authorized under the terms of this Agreement, (ii) Customer will be deemed to have refused the Security Procedures that Bank offers and recommends as "commercially reasonable" and (iii) Customer will be obligated to pay Bank the amount of such Payment Order even if it was not otherwise authorized or in conformance with the terms of this agreement.
- (h) Customer agrees to safeguard and not disclose to any third party any Security Procedures, including personal identification numbers, access codes, passwords or other security devices or measures used in connection therewith, in each case whether or not Bank is then performing Wire Transfer Services for Customer. Customer agrees to limit the internal disclosure and distribution of such information to its employees, agents and representatives who have a need to know such information and will at all times have appropriate policies in effect to ensure the confidential status of such information. Customer will be responsible for the acts and omissions of its employees, agents and representatives in the use, misuse or failure to maintain the confidentiality of any Security Procedures. The provisions of this subsection survive termination of this Agreement.

13. Pay ments and Fees: Customer agrees to pay to Bank (i) the amount of each Payment Order no later than the date on which it is processed by Bank, (ii) immediately, any overdrafts in any of its Accounts arising from a Funds Transfer or other charge or amount owing under this Agreement, and (iii) all fees when due for Wire Transfer Services. Bank may modify or make additions to its fee schedule, at any time and from time to time, without prior notice to Customer except as may be required by applicable federal law; provided, however, that such changes or additions to the fee schedule will be posted on Bank's website, published in any of Bank's schedule of fees and services, or made available from Bank's branch offices or Private Banking Department. Customer agrees to pay any and all fees and/or charges not covered under Bank's published fee schedule for any requested or required special service or handling. Customer hereby authorizes Bank to charge any account it maintains with Bank for payment of the amounts described in this section.
14. Li m itation on Liability; Indemnity; Force Majeure: As used in this Section, the term "Bank" includes any and all officers, directors, employees agents, affiliates, successors, assigns of Bank as well as its Processors, each of which are hereby deemed beneficiaries of the limitations of liability and indemnities set forth in this section, in other Sections of this Agreement and in the other Account Documents, to the extent applicable. The indemnities, limitations and disclaimers of liability and damages contained below are in addition and cumulative to those contained in the other Account Documents to the extent they are applicable. Customer understands that Bank's fees for Funds Transfers are very small in relation to the amount involved in a Funds Transfer and that accordingly; Bank's willingness to provide the Wire Transfer Services to Customer is contingent upon limitation of Bank's liability in accordance with the terms of this Agreement and the other Account Documents.
- (a) Except as otherwise required by non-variable provisions of applicable law, (i) Bank's liability to Customer for failure to exercise ordinary care resulting in a delay in executing, improper execution of, or failure to execute, a Payment Order shall be limited to interest losses attributable thereto and Customer's incidental expenses incurred in connection therewith, and (ii) Bank shall not be liable under this Agreement for any other damages. Bank's liability for loss of interest described above shall be limited to interest on the funds that become unavailable to Customer as a result of Bank's actions or inaction, computed at the average federal funds rate determined by Bank to be applicable for the period such funds are unavailable.
 - (b) In no event will bank be liable hereunder for any special, indirect, consequential or exemplary damages, including loss of revenues, lost profits, lost opportunities, loss of or damage to reputation or lost goodwill.
 - (c) Customer agrees to indemnify and hold Bank harmless from and against any and all actions, suits, claims, damages, losses, liabilities, assessments, charges, taxes, costs and expenses (including reasonable attorneys' fees, costs of investigation and court costs at the trial level and in any appeal) directly or indirectly arising from or relating to (i) Bank's honoring or complying with a Payment Order or cancellation or amendment of a Payment Order sent in Customer's name communicated to Bank and relating to a Funds Transfer, whether or not the Payment Order, or amendment or cancellation of the Payment Order, was actually authorized by Customer, so long as Bank accepts the Payment Order in good faith and in compliance with the Security Procedures, (ii) Bank's honoring or complying with a Payment Order which was authorized by Customer or which was effected in accordance with the terms of this Agreement or an amendment to or cancellation of a Payment Order under this Agreement, (iii) Bank's refusal to accept or process a Payment Order that is communicated to it other than in compliance with the Security Procedures and the Bank's Rules, (iv) the actions, taxes or assessments imposed by any foreign, federal, state or local government or government agency, body or department (other than the taxes on the Bank's net income), (v) the failure of Customer (or its employees, agents, affiliates, or representatives) to comply with its obligations in this Agreement or the other Account Documents or with any applicable law, statute, rule, regulation, ordinance, code, or executive, judicial or administrative order or ruling, (vi) Bank's compliance with applicable federal, state, local and foreign laws, regulations, codes, orders, rulings and judgments in performing the Wire Transfer Services, including compliance with inconsistent orders or laws of competing jurisdictions, or (vii) other acts or omissions of Customer (including its affiliates, agents, employees and representatives) or any third party which create, lead to or result in claims, liability, damages, costs or expenses; provided, however, that Customer shall not be obligated to indemnify Bank for such claims, damages, losses, liabilities and expenses to the extent they are attributable to Bank's gross negligence or willful misconduct. The provisions of this subsection survive termination of this Agreement.
 - (d) Bank shall have no responsibility, and shall not incur any liability, for any failure, error, malfunction or other delay in carrying out any of its obligations under this Agreement resulting from acts of God, fires, electrical problems, strikes or stoppages of labor, power or equipment failure (including that of any common carrier, transmission line or software), failure of communication facilities, emergency conditions, acts of terrorism, vandals, hackers or law breakers, adverse weather conditions or any other factor, medium, instrumentality, condition or cause beyond Bank's control.
 - (e) Bank shall have no responsibility and shall incur no liability for (i) any act or failure to act by any other financial institution or Processor, including any Intermediary Bank, Beneficiary's Bank, or any other third party, including any data processor, funds transfer agency or system, Internet service provider, telephone service or repair services,

- or (ii) any inaccuracy, delays, interruptions, disruptions or omissions in any notice or communication received by Bank from Customer, another financial institution, any Processor or any third party.
- (f) Customer agrees that Bank shall not be liable or responsible for any delay or failure to transfer any amount hereunder because of rules, regulations, or policies of the Federal Reserve Board or the Office of the Comptroller of the Currency which limit in aggregate, the amount that Bank can transfer from time to time during any Business Day. Bank shall endeavor to notify Customer of any such failure or delay and to effectuate the Payment Order as soon as is reasonably possible thereafter.

15. Account Statements; Reconciliation

- (a) Customer agrees promptly, by telephone and in writing, to notify Bank of any discrepancy between Customer's records and the information shown on any statement or confirmation of a Payment Order, Funds Transfer or debit to Customer's Account provided by Bank or otherwise made available to Customer. If Customer fails to notify Bank of any such discrepancy as soon as practicable after receipt of a statement or confirmation and in any event no later than 14 days of receipt of such information (whether in its periodic account statement, a confirmation, telephone, telecopy or computer notice or otherwise), Customer agrees that, to the fullest extent permitted by applicable law, it shall be precluded from asserting such discrepancy against Bank and any other losses that could have been prevented had Customer provided Bank with timely notice. Notwithstanding the foregoing, Bank reserves the right to, in its sole discretion; adjust transaction records for good cause after the expiration of said 14 day period.
- (b) The periodic account statements provided to Customer by Bank will notify Customer of incoming Funds Transfers received by Bank for credit to Customer's Accounts at Bank. Customer agrees that Bank will not be required to provide any other notice to Customer of receipt of incoming Funds Transfers.

16. Provisional and Wrong fully Received Credits. All credits to any account of Customer for incoming Funds Transfers are provisional until Bank receives final settlement for the funds according to the rules of the Funds Transfer system by which such funds have been transmitted. Customer acknowledges and agrees that if Bank does not receive such final settlement, or a Funds Transfer has, in Bank's judgment, been mistakenly, negligently or fraudulently credited to Customer's account, Bank is entitled without notice to debit the amount so credited to Customer's Account or to debit or offset that amount against any other accounts of Customer at or with Bank.

17. Termination.

- (a) This agreement shall continue in full force and effect until this Agreement is terminated as provided herein.
- (b) Customer may terminate this Agreement by giving the Bank fifteen (15) days advance written notice of its intent to terminate the Wire Transfer Services under this Agreement.
- (c) Bank reserves the right to terminate this Agreement or terminate or suspend any or all of the Wire Transfer Services, at any time, at Bank's discretion and without cause, upon providing advance written notice of such termination to Customer.
- (d) Bank may terminate this Agreement and/or terminate or suspend the Wire Transfer Services immediately, with or without notice, if: (i) Customer fails to comply with any of its material obligations hereunder, including the Security Procedures; (ii) Customer is in default under any other Account Documents or other material obligations with the Bank; (iii) a receiver, custodian, trustee or similar official has been appointed, or been applied for by the Customer for all or a substantial part of the Customer's property, any general assignment has been made for the benefit of creditors, a voluntary or involuntary case, petition or proceeding has been commenced under the United States Bankruptcy Code or any other statute or regulation relating to bankruptcy or relief of debtors seeking liquidation, reorganization or other relief with respect to the Customer, or its debts, or the Customer or any other person on behalf of the Customer has taken any action under the laws of any jurisdiction applicable to the Customer which is similar to any of the foregoing; (iv) there has been a material adverse change in the financial circumstances of the Customer; (v) Customer's Account(s) at or with Bank have been closed or the Master E-Corp Agreement, if entered into by Customer with Bank, has been terminated; (vi) Bank deems immediate termination of Wire Transfer Services, this Agreement and/or any other Account Document as necessary or appropriate in its discretion in order to prevent, reduce the risk of, or in the event of, an actual, threatened or suspected fraud, mistake, abuse, compromise of system integrity, breach of confidentiality, breach of Security Procedures, interruptions of Service, virus, hacker, force majeure events, or financial loss to the Bank, the Customer or any third party; or (vii) termination or suspension of Wire Transfer Services is required by law, regulation, bank regulatory authority, or court order. For purposes of this subsection, the term "Customer" shall be deemed to include any affiliate of the Customer.
- (e) In event of a bankruptcy proceeding filed by or against Customer, termination of Wire Transfer Services shall be deemed automatic, unless the Bank otherwise consents in writing to continuation of the Wire Transfer Services. In all other cases, Bank shall endeavor to give notice of its termination of this agreement or termination or suspension of Wire Transfer Services, but its failure to do so or doing so after suspension or termination of Wire Transfer Services or this Agreement shall not affect Bank's right to do so, nor subject it to any liability. If Bank determines to give notice, it may do so in any manner it deems expedient or appropriate.

18. Currency Conversion/International Transfers. If Customer submits a Payment Order to Affect a Funds Transfer, receives return of funds or receives an incoming Funds Transfer, in each case in a currency other than US Dollars, Bank will convert the currency at the then current exchange rate for the specified foreign currency used by Bank or Bank's Processor. Bank may and does use Processors and other third parties to effect currency conversions and international Funds Transfers. Customer agrees to pay Bank its costs and charges incurred and a fee specified by Bank for handling any currency conversions or foreign funds transfers. Bank shall not be liable to Customer for any losses arising from currency conversions effected by Bank in good faith within reasonable time after receiving funds to be converted.
19. Third Party Processors. Customer acknowledges and agrees that Bank may arrange for some or all of the Wire Transfer Services hereunder to be performed by Processors. Customer agrees that each reference to "Bank" in this Agreement includes any Processor selected by Bank to perform some or all of the Wire Transfer Services, that any Processor is a third party Beneficiary of this Agreement and as such is entitled to rely on, and avail itself of, the provisions of this Agreement as if it was Bank, including, without limitation, the limitations on liability and indemnities described in this Agreement.
20. Entire Agreement. This Agreement (including Set-Up Forms and Rules) and the applicable provisions of other Account Documents constitute the complete and exclusive statement of the agreement between Bank and the Customer with respect to the subject matter hereof and supersedes any and all prior agreements between Bank and Customer with respect to such subject matter. In the event of any conflict between this Agreement and the Master E-Corp Agreement, and if applicable, other Account Documents, the terms of this Agreement shall control, except to the extent that the terms of the Master E-Corp Agreement and the other Account Documents are more protective of Bank with respect to the conduct or transaction in question.
21. Amendments. From time to time hereafter, except as otherwise required by applicable federal law, Bank may unilaterally amend and add to any or all of the terms and conditions of this Agreement, including the Rules. Any amendment or addition shall become effective on its stated date of effectiveness. Prior to its effective date, Bank shall (i) notify Customer of the amendment or addition, or (ii) make the amendment or addition available to Customer by posting it on its Website or publishing it for distribution at its branch offices.
22. Governing Law.
 - (a) This Agreement shall be construed in accordance with and governed by the laws of the United States and the State of Wisconsin, applicable federal law and regulations, Article 4A of the Uniform Commercial Code, applicable operating circulars of any Federal Reserve Bank which may handle Funds Transfers, and applicable rules of SWIFT, CHIPS and any other Funds Transfers network or agency that may be used or involved by Bank, Intermediary Bank or a Processor in a Funds Transfer. Customer also understands and acknowledges that international Funds Transfers may be subject to laws and regulations of foreign jurisdictions involved.
 - (b) Customer shall comply with (and acknowledges that Bank may report violations or suspected violations of) applicable foreign, federal, state, local, executive, administrative or judicially mandated laws, codes, statutes, regulations, orders, rules, ordinances, and restrictions, including those dealing with money laundering, anti-terrorism measures and restrictions imposed by the Office of Foreign Assets Control.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein above written.

City of Menasha

Customer

First National Bank Fox Valley

Name:

Signature: _____ Date _____

Name:

Signature: _____ Date _____

Address of Customer:

140 Main St. Menasha WI 54952

Schedule A- Definitions

As used in this Agreement, the following terms shall have the following meanings:

“Account” means any of the deposit accounts actively maintained by Customer at or with Bank that Bank acknowledges or recognizes is eligible for Wire Transfer Services.

“Account Documents” means this Agreement, including the schedules and exhibits to it and the Set-Up Forms, and, to the extent applicable, Bank’s (i) Business Account Application and Agreement, (ii) the Master Ecorp Agreement including the Schedule of Services and Prices, (iii) other agreements, forms, brochures, schedules, services, prices and documents given at the time of opening or otherwise relating to any Accounts, (iv) disclosures relating to any of the foregoing or Customer’s Accounts (to the extent applicable to the type account or transaction involved, e.g., commercial vs. consumer), and (v) any amendments or additions to any of the foregoing that Bank issues from time to time.

“Agreement” means this wire Transfer Services Agreement, including the schedules to it, the Set-Up Forms, the Security Procedures and the Rules, and all amendments to any of them posted or made by Bank from time to time.

“Authorized User” means any agent or employee of Customer designated as an Authorized User on Schedule D.

“Available Funds” means funds from a deposit which become available under Bank’s Funds Availability Schedule for Checking and Savings Accounts furnished at the time the Account is opened, as amended from time to time.

“Beneficiary” means the person or entity to be paid by the Beneficiary’s Bank from a Funds Transfer.

“Beneficiary’s Bank” means the bank at which an account is maintained which is to be credited as identified in a Payment Order.

“Business Day” means any day other than a Saturday, Sunday or federal holiday.

“Funds Transfer” means a series of transactions beginning with the Payment Order to Bank for the purpose of making payment to the Beneficiary of the Payment Order.

“Intermediary Bank” means any bank involved in a Funds Transfer other than Bank and Beneficiary’s Bank.

“Master Agreement” means the First National Bank Fox Valley Internet Banking E-Corp Agreement, as amended from time to time.

“Payment Order” means an instruction for a Funds Transfer from an Account communicated to Bank in accordance with the terms of this Agreement and Section 4A-103 (a) of the Uniform Commercial Code. Each Payment Order shall contain the amount of the Funds Transfer, the Account to be debited, the Beneficiary’s name and account number, the name and number of the Beneficiary’s Bank, and such other information as Bank may request or specify, but shall not be conditional.

“Processor” means a third party engaged by Bank to perform some or all of the Wire Transfer Services covered by this Agreement.

“Rules” means the rules, requirements and procedures established, posted or modified by Bank from time to time governing the format or means of transmission of Payment Orders, cut-off hours for delivery of Payment Orders, and other administrative rules relating to Payment Orders and the Wire Transfer Services provided under this Agreement.

“Security Procedures” means those procedures required of or specified for Customer by the terms of this Agreement, and, to the extent applicable, the Master Agreement and other Account Documents, and by good commercial practices for Customer to follow for authenticating, safeguarding, preserving the confidentiality of and transmitting Wire Transfers and Payment Orders. The Security Procedures include those set forth in Schedule B of this Agreement.

“Set-Up Forms” means those forms that Bank has prepared for its use or reliance based on information or designations provided by Customer to implement the Wire Transfer Services, including the Security Procedures.

“Wire Transfer Services” means those Funds Transfer services offered by Bank to Customer under the terms of this Agreement and the Set-Up Forms.

Schedule B- Security Procedures

The Bank makes available to its Customers various Security Procedures for initiation of Payment Orders not in person at Bank's physical location, including those specified in this Schedule, and to the extent applicable, the Master Agreement and the other Account Documents. For internet access to Bank's Wire Transfer Services, the Master Agreement and the Security Procedures set forth in it also apply to the extent not covered by those set forth below.

1. Set-Up Security Procedures

- (a) Customer shall designate employees or representatives ("Authorized Users") by executing and delivering the Authorization Certificate in the form of Schedule D who will have the authority to (i) initiate, amend or cancel Payment Orders, (ii) receive callbacks confirming Payment Orders, (iii) agree upon or modify Security Procedures, (iv) add or remove employees of Customer who are designated to initiate, amend or cancel Payment Orders, (v) set dollar threshold limits when callbacks are to be used to confirm Payment Orders, (vi) designate or change telephone numbers to be called to confirm Payment Orders or amendments or cancellations of them, and (vii) otherwise authorize and provide designations for the Set-Up Forms and changes to this Agreement.
- (b) Bank requires that the Authorized User who initiates, cancels or amends a Payment Order not be the same Authorized User who receives a callback to confirm the Payment Order.
- (c) The Authorized Users who can agree upon or modify Security Procedures, add or remove employees of Customer who are designated to initiate, amend or cancel Payment Orders, set threshold dollar limits for when callback confirmations should be made, designate telephone numbers to be called initially to confirm Payment Orders or amendments or cancellations of them, and otherwise authorize and provide designations for the Set-Up Forms and changes to this Agreement are so designated on the Authorization Certificate. They should be officers, partners or principals of the Customer.
- (d) Customer will assign telephone numbers to each Authorized User which Bank may utilize for callbacks, but Customer agrees that Bank may utilize Customer's general number to confirm Payment Orders when callbacks are required to be made by Bank.
- (e) Bank may establish daily aggregate dollar limits on the amounts of Funds Transfers to be made from Customer's Account.
- (f) For electronic initiated Payment Orders via the internet, Bank will assign to each employee or agent designated as an Authorized User on the Authentication Certificate, and individual token and an individual access code. Customer may also establish dollar limits on each Authorized User's authority to transmit Payment Orders through the Internet to the Bank.
- (g) Customer has the responsibility for the use and safekeeping of the individual token and Access Codes assigned for each Authorized User. Customer shall make the tokens and Access Codes available only to those employees who are designated as Authorized Users to initiate Funds Transfers and then only to the extent they need to use the tokens and Access Codes, i.e., Company will not permit a token and User Access code assigned to a specific Authorized User to be shared with or disclosed to anyone other than that Authorized User and Company will not disclose the Token or Access Code to anyone other than Authorized Users. Customer shall instruct each Authorized User to keep his or her token and User Access Code confidential and safeguarded at all times.
- (h) Customer assumes responsibility for all losses that could have been avoided if Customer fails to comply with or directs Bank to waive any Security Procedures. For example, if Customer elects to have the same individual initiate and confirm by callback any Payment Order, Customer is responsible for all losses that could have been avoided had Customer required Bank to contact another individual to confirm Payment Orders.

2. Execution of Payment Orders

Computer Initiated Payments Orders. Bank may execute any Payment Order if the Payment Order is submitted electronically to Bank through the internet if (i) the Payment Order is initiated by anyone who uses Customer's individual assigned Token and User Access Code assigned to an Authorized User, (ii) the amount of the Payment Order is within the dollar limit of the Authorized User whose User Token and User Access Code is used for transmitting the Payment Order, and (iii) if the Payment Order exceeds the Callback Threshold, it is confirmed by callback to Customer to a person who identified himself or herself as an Authorized User other than the Authorized User identified as the initiator as the initiator of the Payment Order, amendment or cancellation.