

Wire/ACH Transfer Services Agreement

ACCOUNT TITLE

DATE OF AGREEMENT

The above-named customer (referred as "you", "your", and "yours") hereby directs and TD BANK, N.A., ("we," "us," "our" and "ours") agrees to act on wire transfer instructions received from you under the terms and conditions set forth in this Wire/ACH Transfer Agreement ("Agreement"). This Agreement applies to and will govern all wire transfer services and electronic funds transfer services using the Automated Clearing House (referred to as ACH) made available by us to you (hereinafter the "Services," as further described below) pursuant to this Agreement or any amendment hereto. The Services shall also be governed by the terms and conditions of the parties' agreement governing the underlying deposit account(s) in your name with us (hereinafter "Account(s)") and that are associated with the Services (the "Account Agreement"). All capitalized terms used herein without definition shall have the meanings given to them in the Account Agreement, as may be amended from time to time. Except as otherwise expressly provided in this Agreement, to the extent that this Agreement is inconsistent with the provisions of the Account Agreement, this Agreement and any amendment hereto from time to time shall control, but only to the extent necessary to resolve such conflict. References herein to "you," "your," and "yours" shall be deemed to include your Authorized Agent(s) (as defined below), except where otherwise expressly indicated. This Agreement shall be effective when signed by both parties, and such date shall be as reflected above.

Terms and Conditions

1 Applicability

Except as otherwise expressly indicated in this Agreement, all terms and conditions provided herein shall apply to you whether you are a natural person that uses the Services for personal, family or household purposes (a "Consumer"), or you are an individual, business or other entity that uses the Services for your own lawful business or similar purposes and not for personal, family or household purposes (a "Non-Consumer"). International wire transfers are permissible according to the terms contained in this agreement. International ACH transfers are not permissible.

2 Transfer Verification Instructions

You or such of officer, agent, employee or other person identified by you in writing to us in the "Customer Funds Transfer Authorizations" form attached hereto as **Exhibit A**, or otherwise on a form or other document acceptable to us as being authorized to act on your behalf, and subject to limitations in the governing document(s) and applicable state and federal laws, (hereafter referred to as your "Authorized Agent"), may instruct us to transfer funds from any Account(s) you maintain with us by completing or otherwise providing us with required information in a written instruction, a sample of which is included herein under Exhibit A entitled "Wire/ACH Transfer Request Form".

You or your Authorized Agent may verify wire transfer instructions that are provided from any Account(s) you maintain with us by completing or otherwise providing us with required information in a written instruction, a sample of which is included herein under Exhibit A entitled "Wire/ACH Transfer Request Form".

Such instruction (or "order") or verification may be received from you or your Authorized Agent verbally by means of telephone, in writing by means of facsimile, or in person.

All actions of your Authorized Agent in connection with wire transfers, including without limitation instructions, verification of wire/ACH transfer order and the receipt of information or disclosures from us, shall be deemed to be consistent with, and not adverse to, your interest and wishes. We shall be entitled to rely on any written list of Authorized Agents provided to us by you until revoked or modified by you in writing.

3 Execution of Orders

Subject to the terms of this Agreement, we will accept and execute a wire/ACH transfer instruction from you or your Authorized Agent that has been authenticated by us and that is in conformity with the security procedures (as further described below) and other requirements as described in this Agreement and associated set-up form(s) and other documentation we may require, and provided that we receive the wire/ACH transfer order prior to our cut-off time during our normal business hours on a day we are open. All wire/ACH transfers to accounts at other depository institutions are to be transmitted using the FedWire funds transfer system, owned and operated by the Federal Reserve Bank, or a similar correspondent facility or wire transfer system used primarily for fund transfers between financial institutions. Orders will be deemed executed by us at the time of transmittal to the Federal Reserve Bank or such similar correspondent facility. For ACH fund transfers, transactions are transmitted through an automated clearing house and funds may not be immediately available as established by the NACHA Operating Rules.

Except as otherwise provided herein, each wire/ACH transfer order must include the following information in addition to any information which we may require for proper identification and security purposes:

- a. Account number from which the funds are to be withdrawn, and
- b. amount to be transferred, and
- c. name and ABA routing number of the beneficiary's bank, and
- d. name, address and account number of the beneficiary.

In the event an order describes an account number for the beneficiary that is in a name other than the designated beneficiary, we may execute the order to the account number so designated, notwithstanding such inconsistency.

You understand and agree, and you shall advise each Authorized Agent, that we may, at our option, record telephone conversations regarding transfer orders received from you or an Authorized Agent.

4 Time of Execution; Domestic Wire/ACH Transfer Orders

We will use reasonable efforts to execute a domestic (U.S.-based receivers) order received from you on the date the order is received, provided it is received on a day on which we, the Federal Reserve Bank or correspondent facility, the automated clearing house, and the beneficiary bank are open for business, is in conformity with all security procedures and other requirements described in this Agreement and is received by us prior to any cut-off time which we may from time to time establish. If any of the foregoing requirements are not met, we will transmit the order on the next day on which all of those requirements are met.

You may also send us a domestic order that is future-dated. Future-dated domestic orders will be executed by us on the effective date requested by you, not on the date you submitted the order to us, provided the effective date is a day on which we, the Federal Reserve Bank or correspondent facility, the automated clearing house, and the beneficiary bank are open for business, is in conformity with all security procedures and other requirements described in this Agreement and is received by us prior to any cut-off time which we may from time to time establish. If any of the foregoing requirements are not met, we will transmit the order on the next day on which all of those requirements are met.

We may require additional authentication of any order. We reserve the right to reject an order that cannot be properly authenticated. Cut-off times may be established and changed by us from time to time, including as set forth in **Schedule A** to this Agreement. Instructions for orders received after such cut-off times may be treated by us for all purposes as having been received on the following day on which we are open for business. We may handle transfer orders received from you in any order convenient to us regardless of the order in which they are received.

A wire/ACH transfer of funds into one of your Accounts with us shall be deemed received by us when the transmission to us and any security procedures which we may from time to time establish are completed.

5 International Wires by Non-Consumers

If you are a Non-Consumer, an international order (non-U. S. receivers) of foreign currency initiated by you and approved by us by our cut-off time as set forth in **Schedule A** for international orders of foreign currency on a Business Day, and an international order of U.S. currency initiated by you and approved by our cut-off time for international orders of U.S. currency on a Business Day, will be processed within the industry standard delivery time (in most, but not all cases, two (2) Business Days). Foreign orders may be subject to delays based on and due to various issues such as time-zone issues, the remote location of the recipient bank, cultural differences with respect to holidays and times of observation, and incorrect or incomplete information being supplied by you.

You may also send us an international order that is future-dated. Future-dated international orders will be executed by us on the effective date requested by you, not on the date you submitted the order to us, provided the effective date is a day on which we, the Federal Reserve Bank or correspondent facility and the foreign beneficiary bank are open for business, is in conformity with all security procedures and other requirements described in this Agreement and is received by us prior to any cut-off time which we may from time to time establish. If any of the foregoing requirements are not met, we will transmit the order on the next day on which all of those requirements are met.

We will send your authorized and authenticated wire transfers to foreign banks through any bank which is a member of our correspondent network. Neither we nor any of our correspondents shall be liable for any errors, delays or defaults in the transfer of any messages in connection with such a foreign wire transfer by any means of transmission.

International wire transfers may be made in U.S. or foreign currency. You acknowledge that foreign currency wire transfers must be based on a currency that we trade and that all rates of exchange will be the rate in effect on the date we execute the wire transfer order, or at any other rate as may be agreed to by the parties. If the financial institution designated to receive the funds does not pay the beneficiary specified in a wire transfer order that is payable in foreign currency and the funds are returned to us, we will not be liable for a sum in excess of the value of the funds after they have been converted from foreign currency to U.S. dollars at our buy rate for exchange at the time the cancellation of the wire transfer order is confirmed by us, less any charges and expenses incurred by us. If you elect to initiate an international wire transfer in U.S. currency, you acknowledge that the receiving bank may elect to pay the beneficiary in foreign currency at an exchange rate determined by the receiving bank. You agree to bear all risk of loss due to fluctuation in exchange rates, and you shall pay us any costs and expenses of foreign currency conversion at our then-prevailing rates, terms and conditions. You are advised that our prevailing exchange rates may be less favorable to you than market exchange rates.

We make no guarantee or representation as to the availability of funds at the foreign destination. We make no express or implied warranty as to the time or date the order will arrive at the receiving bank, the amount of any fees to be charged by the receiving bank or the time or date the beneficiary will receive credit for funds.

You understand and acknowledge that if the named beneficiary does not match the account at the receiving bank, there is a risk the beneficiary may not receive the wired funds. If the order is not received or credited in a timely manner, we will follow normal and customary procedures to complete the order, determine the location of the wired funds and/or return the funds to you. If we are unable to determine that the funds have been credited to the beneficiary's account or have the funds returned, you assume all financial liability or risk of loss for the amount of the order.

International orders are subject to any and all applicable regulations and restrictions of U.S. and foreign governments relating to foreign exchange transactions. We have no obligation to accept any international order(s) directed to or through persons, entities or countries restricted by government regulation or prior experience by us with particular countries. To the extent not otherwise prohibited by law, in connection with any international order(s) involving a transfer to or from any country outside of the U.S., you agree to release and hold us harmless from any loss or liability which you may incur after we have executed the international order(s), including without limitation, any loss due to failure of a foreign bank or intermediary to deliver the funds to a beneficiary.

6 International Wires by Consumers

Prior to October 28, 2013, outgoing consumer-purpose international wire transfers will be subject to the same terms set forth in Section 5 (International Wires for Non-Consumers). Effective as of October 28, 2013, outgoing consumer-purpose international wire transfers (also known as "Remittance Transfers") are subject to special disclosure, error resolution and cancellation requirements under the federal Electronic Fund Transfer Act and implementing regulations issued by the Consumer Financial Protection Bureau, as further described below.

We shall send your authorized and authenticated Remittance Transfer orders to foreign banks through any bank which is a member of our correspondent network. If the Remittance Transfer order is received by us prior to any cut-off time established from time to time, any currency exchange shall be made at the rate quoted by us at the time we prepare the receipt for the Remittance Transfer order for you. Future-dated Remittance Transfers are not permitted.

You understand and acknowledge that if the named beneficiary does not match the account at the receiving bank, there is a risk the beneficiary may not receive the wired funds. If the order is not received or credited in a timely manner, we will follow normal and customary procedures (as well as error resolution requirements for Remittance Transfers described below) to complete the order, determine the location of the wired funds and/ or return the funds to you. Unless otherwise provided under applicable law governing Remittance Transfers, if we are unable to determine that the funds have been credited to the beneficiary's account or have the funds returned, you assume all financial liability or risk of loss for the amount of the Remittance Transfer order.

International orders are subject to any and all applicable regulations and restrictions of U.S. and foreign governments relating to foreign exchange transactions. We have an obligation to accept any international order(s) directed to or through persons, entities or countries restricted by government regulation or prior experience by us with particular countries. To the extent not otherwise prohibited by applicable law governing Remittance Transfers, in connection with any Remittance Transfers or any international order(s) involving a transfer from any country outside of the U.S., you agree to release and hold us harmless from any loss or liability which you may incur after we have executed the international order(s), including without limitation, any loss due to failure of a foreign bank or intermediary to deliver the funds to a beneficiary.

By executing a wire transfer order for a Remittance Transfer, and our form of Withdrawal Authorization for International Outgoing Wire, you will authorize the withdrawal from your Account for a Remittance Transfer be sent to a designated recipient's account, and you will agree to maintain an available balance in your Account sufficient to cover the total amount of the Remittance Transfer described on both a pre-payment disclosure we provide to you and on a receipt we provide to you, including applicable fees and taxes, until the Remittance Transfer is processed. If there are insufficient funds in your Account when the Remittance Transfer is processed, the Remittance Transfer will be cancelled and the funds will not be sent to the recipient. If the Remittance Transfer is cancelled as a result of unavailable funds, we will attempt to contact you to determine whether you want to re-initiate the Remittance Transfer.

Remittance Transfer Error Resolution and Cancellation Disclosures

What to do if you think there has been an error or problem: If you think there has been an error or problem with your Remittance Transfer, call us at **800.889.1153**. You must contact us within 180 days of the date we promised to you that funds would be made available to the recipient. When you do, please tell us:

- a. Your name and address or telephone number;
- b. The error or problem with the transfer, and why you believe it is an error or problem;
- c. The name of the person receiving the funds, and if you know it, his or her telephone number or address;
- d. The dollar amount of the transfer; and
- e. The confirmation code or number of the transaction

We will determine whether an error occurred within 90 days after you contact us and we will correct any error promptly. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of any documents we used in our investigation.

What to do if you want to cancel a Remittance Transfer

You have the right to cancel a Remittance Transfer and obtain a refund of all funds paid to us, including any fees. In order to cancel, you must contact us at **855.725.2484** within 30 minutes of payment for the transfer.

When you contact us, you must provide us with information to help us identify the transfer you wish to cancel, including the amount and location where the funds were sent. We will refund your money within three (3) business days of your request to cancel a transfer as long as the funds have not already been picked up or deposited into a recipient's account.

Delivery of Disclosures

For all consumer-initiated foreign wire transfer orders, requisite disclosures may be given directly to you or to your Authorized Agent. By designating an Authorized Agent, you approve of the receipt of all requisite disclosures by your Authorized Agent, and represent that all actions of your Authorization Agent, including without limitation, the receipt of information and disclosures, will be consistent with, and not adverse to, your interests. You acknowledge that we may rely upon such approvals and representations contained herein until otherwise revoked by you. By designating an Authorized Agent, you waive any rights relating to non-receipt of disclosure where the disclosures are made to your Authorized Agent, including where the agent fails to relay the content of the disclosure to you. Any Authorized Agent of a consumer must be a direct employee, relative, or authorized individual of the consumer, and not a third-party entity.

7 Repetitive Order Templates and Recurring Wire/ACH Transfer Orders ("RTOs")

You may wish to initiate wire/ACH transfer orders on a repetitive, periodic but non-automatic basis to the same beneficiary and to the same account at the same beneficiary bank (a "Repetitive Order"). To do so, you will complete the "Wire/ACH Transfer Request Form," attached hereto as part of Exhibit A, or such other form as we may require from time to time, and check the appropriate box as noted on the "Wire/ACH Transfer Request Form" to request its use as a template for Repetitive Orders to be initiated to the particular beneficiary identified. Once established, the information stored in your Repetitive Order template will expedite the process for initiating future Repetitive Orders for that particular beneficiary.

Similarly, you may use a "Recurring Transfer Order Form," attached hereto as part of **Exhibit A**, or such other form as we may require from time to time, if you wish to initiate a Repetitive Order that **will** automatically recur on a pre-determined schedule, in a pre-determined amount or at a pre-determined threshold balance, and for a pre-determined duration. When establishing an RTO, you determine the criteria for the transfer, including the amount, the debit and credit Accounts, execution frequency (i.e., daily, weekly, biweekly or monthly) and duration. After these instructions are established by you, available funds are automatically transferred without further action by you until the RTO expires or you notify us otherwise, as set forth herein.

We will transfer funds from your Account(s) according to the Repetitive Order template as reflected in the "Wire Transfer Request Form" or in the "Recurring Transfer Order Form" you complete.

Consumers and Non-Consumers may establish domestic Repetitive Orders and RTOs. Only Non-Consumers may request international or foreign Repetitive Orders and RTOs.

8 Cancellation and Amendment

You may request that we attempt to cancel or amend a wire/ACH transfer order previously received from you. If a cancellation or amendment request is received by us before the wire/ACH transfer order is executed and with sufficient time to afford us an opportunity to act upon your request, we will make a good faith effort to act upon such request. In the event your cancellation or amendment request is received after execution of your wire/ACH transfer request, we will attempt to have the wire/ACH transfer returned. Cancellation and amendment of Remittance Transfers will be governed by the terms of Section 6, above. For all other wire/ACH transfer orders, notwithstanding the foregoing, (i) we shall have no liability for the failure to effect a cancellation or amendment, (ii) we make no representation or warranty regarding our ability to amend or cancel a wire/ACH transfer order, and (iii) you agree to indemnify us against any loss, liability or expense which we incur as a result of the request to cancel or amend a wire/ACH transfer order and the actions we take pursuant to such request.

9 Notice of Rejection or Return

Except as provided under applicable law governing Remittance Transfers (see Section 6, above), we shall have no liability for orders sent by us as directed by you which cannot be completed or which are returned due to incorrect information furnished by you. You are required to fully complete beneficiary name and address, as the beneficiary bank may elect to return an otherwise valid order for incomplete beneficiary information. We may reject or impose conditions that must be satisfied before we will accept your instructions for any order, at our sole discretion, including without limitation, if we are unable to obtain confirmation of such order satisfactory to us, if you are in violation of this Agreement, if you fail to maintain a sufficient Account balance, or if we otherwise reasonably believe that the order may not have in fact been authorized. An order may also be rejected by an intermediary or beneficiary bank other than us, or by operation of law. If an order is rejected or returned, we will endeavor to notify you promptly. Upon rejection or return, we shall have no further obligation to act upon an order, nor shall we have any liability to you due to rejection or return by another person in the order process, or the fact that notice was not given or was not given at an earlier time, or within any specified time of receipt, acceptance, execution or payment of any order.

10 Security Procedures

You agree that certain security procedures shall be used to verify the authenticity of any order or associated instructions we receive from you (hereinafter the "Security Procedures").

If you submit a wire/ACH transfer order in-person, we may require the completion of a form(s) or other documentation of the request, and the Security Procedures associated with such request may include but are not limited to positive ID and verification of account information and signature with Bank records. We may utilize similar Security Procedures at the time of your initial completion of a "Recurring Transfer Order Form".

For all other wire/ACH transfer orders that you or your Authorized Agent provide to us verbally by means of telephone or in writing by means of facsimile, we will employ a call-back procedure to you or your Authorized Agent at a pre-arranged contact number of record to verify and confirm the authenticity of the request (which call may be electronically recorded). You or your Authorized Agent will be required to provide us with sufficient information to authenticate the request, which may include but is not limited to the use of personal information or identifiers, or a security question or group of questions. We shall be entitled to rely on any list of your Authorized Agent(s) provided by you in writing to us in the "Customer Funds Transfer Authorizations" form attached hereto as part of **Exhibit A**, or otherwise on a form or other document acceptable to us as being authorized to act on your behalf, until revoked or modified by you in writing. We may, but shall have no obligation to, request additional confirmation, written or verbal, of an order received at any time or for any reason whatsoever prior to executing the order.

You agree that the Security Procedures described in this Agreement are a commercially reasonable method of providing security against unauthorized orders and for all other related instructions from you to us. For all wire/ACH transfers other than Remittance Transfers (see Section 6, above), any order we receive shall bind you, whether or not authorized, if transmitted in your name and accepted by us in compliance with the Security Procedures, and you also agree that any election you may make to change or refuse the Security Procedures is at your risk and that any loss resulting in whole or in part from such change or refusal will be your responsibility.

10 Security Procedures - Continued

We may, from time to time, modify the Security Procedures. Except as expressly provided otherwise in this Agreement, any such changes generally will be effective immediately upon notice to you as described in this Agreement. You will be deemed to accept any such changes if you access or use any of the Services after the date on which the change becomes effective. Except as provided under applicable law governing Remittance Transfers (see Section 6, above), you understand and agree that if you decline to use any such modified or enhanced Security Procedures, you will be liable for any losses that would have been prevented by such modified or enhanced Security Procedures. Notwithstanding anything else contained in this Agreement, if we believe immediate action is required for the security of our or your funds, we may initiate modified, enhanced or additional Security Procedures immediately and provide prompt subsequent notice thereof to you.

You hereby acknowledge that the Security Procedures are neither designed nor intended to detect errors in the content or verify the contents of an order by you. Accordingly, any errors contained in orders from you shall be your responsibility, and you shall be obligated to pay or repay (as the case may be) the amount of any such order. No Security Procedure for the detection of any such error by you has been agreed upon between us and you.

You are strictly responsible for establishing and maintaining procedures to safeguard against unauthorized orders. You covenant that no employee, Authorized Agent or other individual will be allowed to initiate orders in the absence of proper authority, supervision and safeguards, and agree to take reasonable steps to maintain the confidentiality of the Security Procedures and related instructions provided by us in connection with any Security Procedures utilized by us and/or you. If you believe or suspect that any such Security Procedures, information or instructions have been disclosed to or accessed by unauthorized persons, you agree to notify us immediately by calling your Account Officer, followed by written confirmation to TD Bank N.A. U.S. Operations, P.O. Box 1034, Cherry Hill, NJ 08034. The occurrence of unauthorized orders or access to the Security Procedures will not affect any orders made in good faith by us prior to receipt of such notification and within a reasonable time period thereafter.

11 Accuracy; Inconsistency of Receiving Beneficiary Name and Account Number

In submitting any order or related instructions, you shall be responsible for providing all necessary information required by us. The Services are only designed to respond to information provided by you. Accordingly, any inaccuracy in any information provided by you may result in an unintended transfer of funds. We bear no responsibility and shall not be liable to you for any information provided by you in an order or related instructions that are inaccurate, incomplete or otherwise incorrect. You acknowledge and agree that, in accordance with Article 4A of the UCC and applicable law governing Remittance Transfers (see Section 6, above), and the NACHA Operating Rules, we shall be entitled to rely upon the numbers supplied by you to identify banks, beneficiaries and other parties to the order, even if those numbers disagree or are inconsistent with the names of those parties as provided by you. We and any other receiving financial institution shall have no obligation to determine whether a name and number identify the same person or institution. You acknowledge that payment of an order or related instructions may be made by the beneficiary's bank on the basis of an identifying or bank account number even if it identifies a person different from the named beneficiary.

12 Payment; Authorization to Charge Account

You agree to pay us the amount of each wire/ACH transfer order received from you on the day we execute said order or at such other time as we may determine. We may, without prior notice or demand, obtain payment of such amount by debiting the Account designated or, in the event there are not sufficient available funds in the Account, debiting any other Account you maintain with us or with any bank which is affiliated with us. You agree to at all times maintain a balance of available funds in your designated Account sufficient to cover payment of your obligations under this Agreement.

We are not obligated to execute, and may reject, any wire/ACH transfer order which exceeds the amount of available funds on deposit with us for the specified Account or any wire/ACH transfer order that does not comply with our Security Procedures. The aforementioned notwithstanding, we may at our discretion and with the approval of one of your officers with appropriate borrowing authority, execute a wire/ACH transfer order which fails to meet available fund requirements. If we do so, you agree to repay us on demand the amount of any resulting overdraft in your Account, as well as the overdraft fees specified in the applicable Account Agreement.

13 Wire/ACH Confirmation; Account Reconciliation

All wire/ACH transfer orders accepted by us (including orders sent or received on your behalf) will be reflected on your periodic Account statement issued by us with respect to the Account(s) to or from which your order was made. In any funds transfer where you are the recipient or beneficiary of the transfer, we shall not be obligated to notify you of any such payment to your Account, other than to record such payment in your next regular statement of Account.

You agree to check the daily history of the Account(s) on the day after the processing date of an order and to notify us immediately of any discrepancies between your records and the daily history as required in the Account Agreement. Except as provided under applicable law governing Remittance Transfers (see Section 6, above), if you fail to notify us of any discrepancy within thirty (30) days after any Account statement is mailed or otherwise provided to you by us, you agree that we shall have no liability to you for any such discrepancy, error or problem.

14 Fees

You agree that we may charge your Account for any fees imposed by us arising from your use of the Services. A schedule of such fees and charges, as it may be changed from time to time, has been provided to you.

15 Service Providers and Correspondent Accounts

We may use a service provider to perform, as our agent, all or any portion of our obligations under this Agreement. You may be required to direct orders and other requests to said provider. An order may also be executed through any one, or a series of, correspondent banks of the beneficiary's bank and of ours in a manner deemed most appropriate and effective by us or by any other bank participating in the order.

16 Limits on Our Liability

Except as otherwise provided in this Section 15, if you suffer any loss of interest resulting from our error in executing a transfer order, or from our failure to execute a transfer order, in accordance with the terms of this Agreement, we will reimburse you for such loss to the extent provided herein, provided that you have complied with the terms and conditions of this Agreement. Except as provided under applicable law governing Remittance Transfers and NACHA Operating Rules governing ACH transfers (see Section 6, above), such compensation shall be limited to the interest lost for a period not exceeding thirty (30) days following the receipt by you of any confirmation advice or periodic Account statement (whichever occurs first) and shall be calculated using an interest rate equal to the effective Federal Funds rate at the Federal Reserve Bank for the period involved. No such compensation will be paid to you if the wire/ACH transfer order was not authorized by you or a person listed as an Authorized Agent, if we executed the order in good faith and in compliance with our Security Procedures.

We shall only be responsible for performing the Services as expressly provided in this Agreement, and except as provided under applicable law governing Remittance Transfers (see Section 6, above), we shall be liable only for your direct damages resulting from our gross negligence or willful misconduct in performing the Services. We shall not be responsible for your ads or omissions (including the amount, accuracy, timeliness of transmittal, or due authorization with respect to any wire/ACH transfer order received from you) including without limitation, any Federal Reserve Bank or transmission or communications or automated clearing house facility, any beneficiary or beneficiary bank (including without limitation the rejection of a transfer order by such beneficiary or beneficiary bank), or any other bank, and no such person or entity shall be deemed our agent. Except as specifically and expressly provided in this Agreement, and under applicable law governing Remittance Transfers (see Section 6, above), and NACHA Operating Rules governing ACH transfers, we shall not be required to act upon any instruction received from you or any other person, or to provide any notice or advice to you or any other person with respect to any matter.

We shall be entitled to rely in good faith on communications we receive as being given or sent by you or an Authorized Agent and as being genuine and correct when made in accordance with this Agreement. Except as provided under applicable law governing Remittance Transfers (see Section 6, above), and NACHA Operating Rules governing ACH transfers we shall not be liable to you for the consequences of such reliance.

In no event shall we be liable for consequential or incidental damages, either direct or indirect, even if advised of the possibility of such losses. In no event shall we be liable for any damages resulting from our action or inaction which is consistent with regulations issued by the Board of Governors of the Federal Reserve System, operating circulars issued by a Federal Reserve Bank, NACHA Operating Rules, or general banking customs and usage.

17 Indemnification

Except as otherwise expressly prohibited or limited by law, you agree to indemnify and hold us harmless from any and all claims, liabilities, losses, damages, costs and expenses (including its reasonable attorneys' fees) that we may incur or that may be asserted by any person or entity against us, in accordance with the terms of the Account Agreement, and that may be incurred by us relating to or arising out of our refusing or accepting orders in accordance with your instructions and pursuant to this Agreement.

18 Data Breaches

If you are a Non-Consumer, you agree as follows:

- a. You will adopt and implement your own commercially reasonable policies, procedures and systems to provide security as to the information being transmitted and to receive, store, transmit and destroy data or information in a secure manner to prevent loss, theft or unauthorized access to data or information ("Data Breaches").
- b. You agree that you will promptly investigate any suspected Data Breaches and monitor your systems regularly for unauthorized intrusions.
- c. You will provide prompt and accurate notification to us immediately by calling your Account Officer, followed by written confirmation to TD Bank N.A. US Operations, P.O. Box 1034, Cherry Hill, NJ 08034, with regard to any Data Breaches when known or reasonably suspected by you, and will take all reasonable measures, which may include, without limitation, retaining computer forensic experts, to determine the scope of any data or transactions affected by any Data Breaches, providing all such determinations to us.

19 Compliance

You shall comply with all applicable laws, rules and regulations in connection with the Services. You agree to be bound by such rules, and agree not to initiate or receive an order or related instruction in violation of international, federal, state and local laws and regulations including, without limitation, the regulations promulgated by the Office of Foreign Asset Control ("OFAC"). To the extent permissible under applicable law, you shall be responsible for and shall fully indemnify us for any and all fines and assessments imposed on us as a result of any infraction or violation of such rules caused by or attributable to you.

20 Term and Termination

This Agreement shall continue in effect until terminated by either party with ten (10) calendar days' prior written notice to the other.

Notwithstanding the foregoing, we may, without prior notice, terminate this Agreement and terminate or suspend any order or the Services (i) if you or we close any Account established in connection with the Services, (ii) if we determine that you have failed to maintain a financial condition deemed reasonably satisfactory to us to minimize any credit or other risks to us in providing the Services to you, including the commencement of a voluntary or involuntary proceeding under the United States Bankruptcy Code or other statute or regulation relating to bankruptcy or relief of debtors, (iii) for security reasons or in the event of a material breach or default in the performance or observance of any term, or breach of any representation or warranty contained herein by you, (iv) in the event of material default by you in the payment of any sum owed by you to us hereunder or under any note or other agreement you have with us, (v) if there has been a seizure, attachment, or garnishment of your deposit accounts, assets or properties or (vi) if we, in our sole discretion, believes that the continued provision of the Services in accordance with the terms of this Agreement would violate federal, state or local laws or regulations, or would subject us to unacceptable risk of loss.

20 Term and Termination - Continued

Any termination of this Agreement shall not affect any of our rights and your obligations with respect to orders or related instructions initiated by you prior to the effective date of such termination, or your payment obligations with respect to the Services performed hereunder by us prior to the effective date of such termination, or any other obligations that survive termination of this Agreement. The provisions of this Agreement that are necessary to give effect to the purposes of this Agreement shall survive its termination.

21 Changes; Amendments

Changes by you or (a) your Authorized Agent(s) or (b) any other changes to information contained in exhibits to or forms associated with this Agreement or delivered pursuant to the terms of this Agreement, may only be made by written notice delivered to us and signed by you, an Authorized Agent, a person authorized by you to execute this Agreement or by any other officer or person designated by you in writing to us.

From time to time we may amend the terms of this Agreement, including without limitation, any cut-off time, any Security Procedures, or forms required with this Agreement. Except as expressly provided otherwise in this Agreement or applicable law, any such changes generally will be effective immediately upon notice to you as described below in Section 26. You will be deemed to accept any such changes if you access or use any of the Services after the date on which the change becomes effective. You will remain obligated under this Agreement, including without limitation, being obligated to pay all amounts owing hereunder, even if we amend this Agreement. Notwithstanding anything to the contrary in this Agreement, if we believe immediate action is required for the security of our or your funds, we may immediately initiate changes to any Security Procedures and provide prompt subsequent notice thereof to you.

22 Force Majeure

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

23 Severability

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

24 Binding Agreement; Benefit

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns. This Agreement is not for the benefit of any other person, and no other person shall have any right against us or you hereunder.

25 Non-Waiver

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

26 Notices

Except as otherwise expressly provided in this Agreement, all notices that are required or permitted to be given by you (including all documents incorporated herein by reference) shall be sent by first class mail, postage prepaid and addressed to us at the address provided to you in writing for that purpose. All such notices shall be effective after we have received them and we have had a reasonable opportunity to act on them.

You authorize us to, and you agree that we may, send any notice or communication that we are required or permitted to give to you under this Agreement, including but not limited to notice of any change to the Services or this Agreement, to your mailing address or your email address as it appears on our records, on an Account statement or via facsimile and that any such notice or communication will be effective and deemed delivered when provided to you in such a manner. You agree to notify us promptly about any change in your mailing or email address of record and acknowledge and agree that no such change will be effective until we have had a reasonable opportunity to act upon such notice. You agree that we may consider any such notice or communication as being given to all Account owners when such notice or communication is given to any one Account owner.

27 Disclosures to Authorized Agents

You agree that any requisite disclosures may be given to your Authorized Agent and waive any rights relating to non-receipt of disclosures where disclosures are made to an Authorized Agent, including where the agent fails to relay the contents of the disclosure to you.

28 Beneficiaries

This Agreement is for the benefit only of the undersigned parties hereto and is not intended to and shall not be construed as granting any rights to or otherwise benefiting any other person. Notwithstanding the foregoing, the undersigned parties understand and agree that a third party to whom you send funds via a wire/ACH transfer is a beneficiary for purposes of receiving funds and may be named as a beneficiary in the Standard Wire/ACH Transfer Instruction Form in Exhibit A.

29 Documentation

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

30 Recording of Communications

You and we agree that all telephone conversations between us or our agents made in connection with this Agreement may be recorded and retained by either party by use of any reasonable means.

31 Assignment

We may assign this Agreement or any of our rights and duties hereunder without prior notice to or consent by you. You may not assign this Agreement or any of the rights or duties hereunder to any person without our prior written consent.

32 Governing Law

Any claim, controversy or dispute arising under or related to this Agreement shall be governed by and interpreted in accordance with federal law and, to the extent not preempted or inconsistent therewith, by the laws of the State of New Jersey without regard to its choice of law provisions.

33 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

In witness thereof, the parties hereto have caused this Agreement to be executed by them or by their duly authorized agents or representatives as of this _____ day of _____, 20_____.

If Borrower is an individual, please sign here:

_____	_____	_____	_____	_____	_____
Borrower	Date	Borrower	Date	Borrower	Date
_____	_____	_____	_____	_____	_____
Borrower	Date	Borrower	Date	Borrower	Date

If Borrower is a Trust, please sign here:

_____	_____	_____	_____
Name of Trust		Trustee	Date
_____	_____	_____	_____
Trustee	Date	Trustee	Date
_____	_____	_____	_____
Name of Trust		Trustee	Date
_____	_____	_____	_____
Trustee	Date	Trustee	Date

For TD Bank N.A.

_____	_____
Signer 1	Signer 2
_____	_____
Name	Name
_____	_____
Title	Title

Schedule A

Processing Specifications

Delivery Deadlines/Cut-Off Times

- 1 Same-day outgoing domestic wire/ACH transfers (U.S.-based receivers) must be initiated and approved by 4:30 p.m. Eastern Time ("ET") on a Business Day to be processed that same day if that day is also a Business Day for Bank's correspondent facility and the recipient bank.

Outgoing domestic wire/ACH transfers initiated and approved after the above cut-off time will be processed the next Business Day if that day is also a Business Day for Bank's correspondent facility and the recipient bank.

- 2 Same-day outgoing international I foreign Remittance Transfers (non-U.S. - based receivers) must be initiated and approved by 1:30 p.m. ET on a Business Day to be processed that same day if that day is also a Business Day for Bank's correspondent facility and the recipient bank.

Outgoing international / foreign Remittance Transfers initiated and approved after the above cut-off time will be processed the next Business Day if that day is also a Business Day for Bank's correspondent facility and the recipient bank.

Exhibit A (Permission to Debit Your New Facility)

Customer Funds Transfer Authorizations/Verifications

CUSTOMER NAME

DATE

MAILING ADDRESS

CUSTOMER CALL BACK PHONE NUMBER(S)*

Accounts to be debited

ACCOUNT NUMBER

ACCOUNT TITLE

Authorized Agent(s) to transfer funds and verify instructions

PRINTED NAME/TITLE ¹	AUTHORIZED ORDER LIMIT	CALL BACK NUMBER*	SECURITY PASSCODE	SIGNATURE (REQUIRED)

Standard Wire/ACH Transfer Instruction Form

For Collateralized Lending, Only Domestic Wire Transfers Will Be Processed.

☐ ACH TRANSFER REQUEST ☐ WIRE TRANSFER REQUEST

AMOUNT OF TRANSFER: _____

CUSTOMER NAME(S) _____ TD BANK LOAN NUMBER _____

BENEFICIARY NAME _____ BENEFICIARY ACCOUNT NUMBER _____

BENEFICIARY ADDRESS (Address cannot be a P.O. Box) _____

BENEFICIARY CITY _____ STATE _____ ZIP _____

RECEIVING BANK NAME _____ ABA NUMBER (Must be 9 digits) _____

FURTHER CREDIT BANK NAME (Optional) _____ FURTHER CREDIT BANK _____ ABA NUMBER _____ ACCOUNT NUMBER (Check one; optional) _____

Further Credit Comments (Please include purpose of Outgoing Wire Transfer, max 140 characters)

AUTHORIZED SIGNER _____ PRINT NAME/SIGNATURE _____ DATE _____

AUTHORIZED SIGNER _____ PRINT NAME/SIGNATURE _____ DATE _____

AUTHORIZED SIGNER _____ PRINT NAME/SIGNATURE _____ DATE _____

AUTHORIZED SIGNER _____ PRINT NAME/SIGNATURE _____ DATE _____

AUTHORIZED SIGNER _____ PRINT NAME/SIGNATURE _____ DATE _____

AUTHORIZED SIGNER _____ PRINT NAME/SIGNATURE _____ DATE _____