

We're here to help.

This Service Description is part of the Treasury Services Master Agreement, Global Treasury Management Services Master Agreement, or other master agreement for treasury and payment services (the "*Master Agreement*") currently in effect between you and BMO Harris Bank N.A. ("*we*" or "*us*" and "*our*"). This Service Description is part of the Master Agreement, and is subject to all of the terms and conditions contained in the Master Agreement. Any references herein to the Master Agreement shall be deemed to include the terms of this Service Description, including any User Guide and set-up form. Any capitalized terms not defined herein shall have the same meaning as set forth in the Master Agreement.

### 1. Services.

This Service Description sets out the terms and conditions under which we will provide safekeeping services ("*Services*") and safekeeping accounts (each a "*Safekeeping Account*") to hold stocks, bonds or other securities, including property held in book entry form (collectively, the "*Securities*") which are acceptable to us for your Safekeeping Account and to execute instructions you provide to us in connection with such Securities ("*Instructions*") using our Online Banking for Business service ("*OLBB*") or as otherwise agreed by us. Only Securities denominated in United States dollars are acceptable to us for Safekeeping unless otherwise agreed upon by us and you in writing.

Before accessing the Service, you must complete the required Service Documentation which must be accepted by us. You must also complete the required setup procedures. You are responsible for the contents of all setup instructions delivered to us. If you wish to access any of the Services which are available through OLBB, you must also sign up for the OLBB service and complete the applicable Service Documentation and setup process and we must agree to provide that service to you. Your use of the Service through OLBB is also subject to the terms and conditions of the Service Documentation for that service.

### 2. Deposits, Withdrawals, and Collections.

You authorize and appoint us as your agent to debit and credit your Safekeeping Account as provided in this Service Description. You also authorize us to place and withdraw orders and to take other actions we deem necessary in connection with the Service. We may appoint sub-agents in our discretion. Upon receipt of Instructions from you, we will:

- (a) receive Securities acceptable to us for safekeeping from you or for you and deliver Securities to you in accordance with your Instructions. We will debit your deposit account identified in the set up process (the "*Deposit Account*") for the purchase price for Securities we receive. We are not required to advance our own funds for the purchase of Securities;
- (b) deposit all income payments or other proceeds actually received by us on the Securities into the Deposit Account;
- (c) effect mandatory exchanges of certificates and exchanges of temporary certificates for definitive certificates in respect of Securities where we have been notified of the exchange; and
- (d) execute and deliver on your behalf any ownership and other certificates as may be necessary to effect the transfer, sale, or collection of Securities.

### 3. Holding and Registration.

We will hold the Securities, unless you otherwise instruct us that they should be held in your name, in the name of our nominee, or in book entry form with the Federal Reserve Bank of Chicago, the Depository Trust Company, or any other recognized central depository or in any other domestic or foreign bank or

trust company or depository selected by us. You agree to accept the return or delivery of Securities of the same class and denomination as those you deposit and we need not retain or return the particular certificates that you deposited with us.

#### **4. Instructions.**

- (a) You must use the passwords and other Security Procedures that we may issue to you or otherwise establish for you from time to time to deliver Instructions or otherwise in connection with the Service. You are solely responsible for ensuring that the Security Procedures are known to and used only by those authorized users within your organization (“*Authorized Users*”) as identified in the Service Documentation. Any Instruction is effective as your Instruction and will be enforceable against you, whether or not authorized and regardless of the actual identity of the signer, sender, or transmitter, if such Instruction is received in accordance with the applicable Security Procedures or we otherwise reasonably believe such Instruction was originated or authorized by you, and we accept such Instruction in good faith. We will have no responsibility or liability to review any Instructions you present to determine whether such Instructions are genuine or authorized by you.

You will notify us immediately if you become aware of any unauthorized access to or use of the Service, or if any Security Procedures have been lost, stolen, or compromised. You will cooperate with us in any investigation and agree to take corrective measures to protect your Safekeeping Account from further unauthorized use or fraudulent activity. You agree and acknowledge that you are responsible for any Instructions made or communicated to us associated with your identity and/or the Security Procedures assigned to you, and any transactions effected based on such Instructions, until such time as we have had a reasonable opportunity to act upon any notice you provide to us regarding lost, stolen, or compromised Security Procedures. In our sole discretion, we may terminate, revoke, suspend, modify, or change any or all Security Procedures at any time with or without prior notice.

- (b) You consent, on behalf of yourself and your agents, to our recording of telephonic Instructions, but you understand that we are not obligated to do so. Written confirmation of oral or other Instructions shall in no way affect any action we take in good faith based on the oral or other Instructions.
- (c) We may elect to rely upon and act solely upon your written Instructions when making free of cash delivery of Securities on your behalf.
- (d) For our protection against credit risks and other conditions, we may, without prior notice, decline, cancel or reverse your Instructions, or we may place trading, disbursement and other restrictions on your Safekeeping Account.

#### **5. Materials, Statements and Regulatory Information.**

- (a) We will forward to you proxies, financial reports, and other communications (collectively “*Materials*”) concerning Securities which call for voting or relate to legal proceedings within a reasonable time after we receive sufficient copies for forwarding; provided that if you agree in the Service Documentation that the Materials may be furnished electronically, then we will have no responsibility to forward paper copies of the Materials to you.
- (b) We will provide you with an electronic acknowledgement of all purchases and removals of Securities through your Safekeeping Account when they occur (an “*Acknowledgement*”), and will furnish you with a monthly statement and listing of the Securities in the Safekeeping Account (the “*Statements*”). By signing up for and using the Services, you consent to the electronic delivery of the Acknowledgements and Statements.
- (c) Materials, Acknowledgements, and Statements will be made available for viewing and printing through your access on Online Banking for Business. We will make any Statements available no later than the second business day (i.e., Monday through Friday, excluding Federal holidays) (each a “*Business Day*”) after the end of the prior month. We recommend that you subscribe to our service that will provide e-mail notifications to you when Materials, Acknowledgements, and Statements are made available to you. Selecting electronic delivery of Materials and use of the Services will result in electronic delivery only of the Materials, Statements, and Acknowledgements (and NO paper delivery). You hereby represent and warrant that you have the ability to receive, access and view the Materials, Acknowledgements, and Statements by using Online Banking for Business and you

acknowledge that your receipt of Materials, Acknowledgements, and Statements is subject to the reconciliation terms of the Master Agreement. Notwithstanding the foregoing, we may deliver paper Materials, Acknowledgements, or Statements at any time. We may charge a fee for your request for a paper copy of any Materials, Acknowledgements, or Statements.

## **6 Limitation on Liability.**

- (a) In addition to the limitations on our liability set forth elsewhere herein and in the Master Agreement, in the event of any loss or theft of a Security or of any failure by us to deliver a Security when instructed, our liability to you will in no event exceed the market value of the Security at the time the theft or loss is discovered or the delivery was to be effected, as the case may be.
- (b) All claims against us for failure to properly follow your Instructions or for non-receipt of income or the proceeds of Securities must be made in writing to us not more than 30 days from the date we did act or we should have acted, on the Instructions or you should have received the income or principal, as the case may be.
- (c) You understand and agree that we will have no liability or responsibility to you for any loss suffered by you as a result of any default by the issuer of Securities or the insolvency or failure of any broker or dealer, whether designated by you or by us, occurring after delivery of a Security but before payment for the Security, or any act or omission of any broker or dealer who may be employed to purchase, sell, or perform any act in respect to any Security.
- (d) We will not provide you with any recommendations or advice relative to the purchase, sale, or retention of any Security and we will have no liability or responsibility to advise you of any information bearing upon the investment merits of a Security or its purchase, sale, or retention which may at any time be in our possession. In no event are we liable for any change in value or market price of any Security in our possession.

## **7. Notices.**

Any written notice or other communication required or permitted to be given under this Service Description will be delivered or sent by United States mail, postage prepaid, or by express carrier, and if to us, addressed to:

BMO Harris Bank N.A.  
Attention: Securities Safekeeping  
111 West Monroe Street  
Chicago, Illinois 60603

and if to you, addressed to your primary mailing address as shown on our records, unless another address is substituted by notice delivered or sent as provided in this Section.

If you, or your assets, become subject to any bankruptcy or insolvency proceeding or to any garnishment, attachment, lien, levy or similar occurrence, we may take such action as we determine in our sole judgment is necessary or appropriate to protect ourselves from any liability, including, but not limited to, suspending the processing of your checks or freezing all or a portion of any account balance you have with us.

## **8. Security Interest; Liquidation.**

To secure the payment of any and all indebtedness and obligations owed by you to us or any of our Affiliates, whether direct or indirect, absolute or contingent, due or to become due, whether now existing or hereafter arising, and whether several, joint or joint and several, you grant to us, for the benefit of ourselves and our Affiliates, a continuing first priority security interest in and lien on, and a right of setoff with respect to, (a) the Safekeeping Account, (b) any and all cash and cash equivalents, stocks, bonds, other Securities (whether certificated or uncertificated), security entitlements, and investment property, in each case that are, now or in the future, held, carried or maintained for any purpose in or through the Safekeeping Account, (c) all substitutions and additions to the foregoing property, (d) all income, dividends, distributions and sums distributable or payable from, upon, or in respect of the foregoing property, (e) all rights and privileges incident to the foregoing, and (f) any and all proceeds of the

foregoing.

We reserve the right, at our discretion and without notice or demand, to sell, pledge, rehypothecate, assign, invest, use, commingle or otherwise dispose of, or otherwise use, any assets in your Safekeeping Account, free from any claim or right of yours whatsoever, including any equity or right of redemption, for our protection or to discharge any obligations you may have to us (including unmatured and contingent obligations). We may attempt to notify you of such action, but we are not required to do so. In addition, even if we have contacted you and provided a specific date or time by which you can avoid such action, we may still take steps to protect our financial interest prior to that date, including selling assets prior to such date or time without notice to you. You understand that if we contact you in advance in certain instances, we are not obligated to do so and such action will not be deemed a waiver of our rights in future instances. You understand and agree that you are responsible for any losses in your Safekeeping Account or otherwise that may arise as a result of the actions outlined above.

#### **9. Delay.**

We are not responsible for any delay or failure to effect your Instructions due to circumstances beyond our control including disruptions in communications facilities, power or equipment failures and the neglect, action or failure to act of any other bank, intermediary or processor.

#### **10. Legal Process.**

We may comply with any writ of attachment, adverse claim, execution, judgment, garnishment, tax levy, citation to discover assets, turnover or restraining order, subpoena, warrant or other legal process, however served or made which we believe to be valid. Any such legal process is subject to our security interest and rights of set-off. We may, in our sole discretion, respond to legal process by placing a hold on the Safekeeping Account subject to such legal process. You agree to pay us all of our fees and expenses, including reasonable attorneys' fees in responding to any such legal process, which fees and expenses may be charged against the Safekeeping Account even if an overdraft is created. We may also create a hold on the Safekeeping Account in anticipation of such fees and expenses. We will have no liability for complying with such legal process, or for any loss you may suffer because of actions we take in response to such legal process. We may also place a hold on the Safekeeping Account and conduct an investigation upon receipt of oral or written notice from any party of a claim regarding the Safekeeping Account, or if we suspect there to be fraud or illegal activity associated with the Safekeeping Account.

THIS SERVICE DESCRIPTION HAS BEEN EXECUTED AS PROVIDED IN THE SCHEDULE OF SERVICES FORMING A PART OF THE MASTER AGREEMENT.