

M&T Master Product Agreement for Nota

Last Modified: June 2, 2021

This M&T Master Product Agreement for Nota (this “**Master Agreement**”) is entered into this ____ day of _____, 2021 between M&T Bank, a New York State-chartered bank having offices at One M&T Plaza, Buffalo, New York 14203-2399 (“**M&T**”) and _____, having an office at _____ (“**Client**”). M&T and Client are collectively referred to herein as the “**parties.**”

M&T offers products (“**Nota**” or “**Product**”) designed to, among other things, help attorneys manage accounting in connection with their business bank accounts as well as their Interest on Lawyer Accounts/ Interest on Lawyer Trust Accounts (“**IOLA/ IOLTA account**”). Nota entails use of a platform which is referred to herein as the “**Nota Platform**” and is a “**Website.**” Client wishes to engage M&T to provide, and M&T has agreed to provide, Nota to Client for its Accounts (as defined in Schedule 1 to this Master Agreement) in accordance with the Agreement (as defined below).

The “**Agreement**” between the parties governing Nota consists of and incorporates each of the following, as amended from time to time: (i) this Master Agreement; (ii) addenda to this Master Agreement containing the terms and conditions governing certain features of Nota (each, an “**Addendum**” and collectively, the “**Addenda**”); (iii) User Guides; and (iv) M&T’s Commercial Deposit Account Agreement (“**CDA**”).

By signing below, Client agrees to the Agreement and represents and warrants that (i) the person signing on behalf of Client below is duly authorized to sign on behalf of and legally bind Client to the Agreement, and (ii) upon signing this Master Agreement, the Agreement will constitute a legally binding obligation of Client enforceable against Client in accordance with its terms and conditions.

The Agreement shall commence and be effective as of the earlier of the date M&T receives the signed Master Agreement or Client uses Nota or allows another person to do so on its behalf (the “**Effective Date**”).

1. Definitions

Certain capitalized terms used in this Master Agreement are defined in Schedule 1. Other capitalized terms are defined elsewhere in the Agreement.

THE PRODUCT; AUTHORIZED REPRESENTATIVES; INFORMATION REPORTING

2. Features of Nota

(a) The following features are available through Nota:

(i) **Account Sync:** Client will be able to link its Accounts to the Nota Platform. Client must enter its username and password for M&T Online Banking for Business (“**Online Banking**”) into the Nota Platform in order for Client’s Accounts to be linked to the Nota Platform.

(ii) **Attorney Profile:** Client will be able to create an attorney profile, which will include such information as Client’s name, address, and practice area, within the Nota Platform.

(iii) **Client/Matter Creation:** Client will be able to create profiles for each of its clients or matters, which may include such information as client name, matter, and amount, within the Nota Platform. Once client/matter profiles are created, Client will be able to, among other things, allocate funds in its IOLA/IOLTA account and transactions to such clients/matters. Third party integration allowing for the ability of import of client matters.

(iv) **Allocation of Funds:** For funds in Client’s IOLA/IOLTA account, Client will be able to allocate such funds to its clients/matters for which Client has created a profile. Funds can be allocated to Client’s clients/matters either by Client through the Nota Platform or by employees of M&T, its Affiliates, or their respective vendors (the “**M&T Team**”) pursuant to written Instructions (acceptable to M&T) provided to the M&T Team. Such allocation will result in an increase in the amount of funds for a particular client/matter but does not reflect an actual financial transaction (i.e., movement of funds).

(v) **Transfers between Clients/Matters:** Client will be able to allocate or “transfer” funds from one of its clients/matters to another of its clients/matters through the Nota Platform. Such allocation will result in a decrease in the amount of funds for one client/matter and an increase in the amount of funds for another client/matter but does not reflect an actual financial transaction (i.e., movement of funds).

(vi) **Dashboard:** Client will have access to a dashboard on the Nota Platform that includes a summary of IOLA/IOLTA account balances by client/matter. Client will be able to take various actions from the dashboard, such as tagging transactions to specific clients/matters.

(vii) **IOLA/IOLTA Transaction Tagging:** Client will be able to view transactions on its IOLA/IOLTA account and designate or “tag” transactions to a particular client/matter for which Client has created a profile. Client can also manually enter expenses that it has incurred for a particular client/matter.

(viii) **Operating Category Tagging:** Client will be able to view transactions on its operating account and designate or “tag” transactions to a particular category for which Client has created.

(ix) **Transaction Splitting:** Client will have the ability to divide or “split” transactions on its IOLA/IOLTA account or operating account between more than one client/matter for which Client has created profiles in the event such transactions are attributable to more than one client/matter.

(x) **Client Payment – Credit Card:** Client’s clients can make payments via credit card to Client through the Nota Platform’s integration with a third party vendor’s platform. To use this feature, Client must have an account with such vendor. Client can then include a link to such vendor’s platform in requests for payment sent to Client’s clients.

(xi) **Book Transfers:** Client can provide Instructions through the Nota Platform to transfer funds between Client’s Accounts linked on the Nota Platform (i.e., between Client’s IOLA/IOLTA account and operating account). The Payment Order Security Procedures associated with, and additional details regarding, such Book Transfers are set forth in Section 11.

(xii) **Smart Tagging:** The Nota Platform can “smart tag” transactions on Client’s IOLA/IOLTA account to clients/matters based on key deposit indicators. Client must verify and approve such “smart tagging.”

(xiii) **Pending Outgoing Check Entry:** Client can manually enter pending check disbursements in order to update client/matter balances, track pending outgoing transactions, and facilitate smart tagging. Third Party integration allowing the ability for importing of outstanding printed checks.

(xiv) **Disbursement Controls:** The Nota Platform has various controls that can assist Client to avoid overdrawing a client/matter or Client’s IOLA/IOLTA account.

(xv) **Alerts:** Client will receive email alerts when it has untagged transactions.

(xvi) **Reporting:** Certain reports (e.g., reconciliation reports) can be generated and provided through the Nota Platform, and Client can view and print such reports or receive them via email. The reports can reflect such information as total Account balances, Account balance by client/matter, and transactions on Accounts.

(xvii) **Exporting:** Client will be able to export information (e.g., client ledger balance) from the Nota Platform to accounting software used by Client.

(xviii) **Client/Matter Archival/Deletion:** Client will be able to archive or delete client/matter profiles.

(b) Without Notice or liability, M&T, in its sole discretion, may change, limit, suspend, terminate, or discontinue any of the features of Nota listed above or any other features (or any aspect thereof). M&T will use reasonable efforts to provide prior Notice to Client of such action.

(c) Client may use Nota and Accounts only for its lawful business, and not for any personal, family, or household purpose.

3. Set-Up of Nota

Client may not use Nota or any of its features until: (a) M&T has received all information and Client has completed all actions and executed all documents required by M&T; and (b) M&T has approved Client’s use of Nota and has had a Reasonable Time to Act to implement Nota or any of its features.

4. Access to Nota and the Nota Platform & Authorized Representatives

(a) Client will provide access to Nota or the Nota Platform only to Authorized Representative(s). Client’s designation, removal, or change in the authority of any Authorized Representative(s) must be made in a manner and form acceptable to M&T, including through the Nota Platform. Client represents and warrants that each Authorized Representative is authorized to give Instructions to M&T and to deal in all ways with respect to Nota and Client’s Accounts. Such designation and authority remain in effect until M&T has had a Reasonable Time to Act on a revocation Notice from Client.

(b) M&T is entitled to rely on Instructions provided in any form acceptable to M&T.

(c) Client shall ensure that Authorized Representative(s) use Nota, the Nota Platform, and Accounts and provide Instructions in compliance with the Agreement and within the limits of their permissions, designations, and authority. Client shall regularly monitor Authorized Representatives’ access to and use of Nota, the Nota Platform, and Accounts and Instructions to M&T. Client shall promptly provide Notice to M&T if it becomes aware of or suspects fraud or misconduct by any Authorized Representative.

(d) M&T is not obligated to inquire into the identity or authority of an Authorized Representative or whether such person is, in fact, authorized by Client. Client is bound by all Instructions, acts, and omissions of Authorized Representative(s) (whether or not such persons are acting within the scope of their authority or Client authorized or knew of such Instructions, acts, or omissions).

5. Administrator

Client must designate, in a manner and form acceptable to M&T, an Administrator for Nota. An Administrator has authority on Client's behalf to manage and use Nota (including all features thereof), the Nota Platform, and Accounts and will, among other things, administer other Authorized Representatives' access to and use of Nota, the Nota Platform, and Accounts, including authorizing and restricting access to information and transaction capabilities.

6. Information Reporting

(a) Nota may: (i) include Statements, reports, and other information relating to the Product or Accounts ("**Product Information**") that M&T makes available to Client, or (ii) involve transmission of files, reports, or other information between M&T and Client ("**Transmitted Information**"). Product Information reported prior to final posting or settlement is subject to correction. Product Information may be current as of different dates and times (e.g., reported in real-time or for a prior day, updated periodically during the day, etc.).

(b) M&T is not obligated to confirm receipt or non-receipt of, or to re- provide, any Product Information or Transmitted Information. Failure to provide Notice to M&T of non-receipt of Product Information or Transmitted Information within five (5) days of the date it is generally sent or made available constitutes Client's approval of such information.

GENERAL SECURITY REQUIREMENTS

7. Security Protocols

(a) Client shall use all applicable Security Protocols that M&T requires. M&T is not obligated to act on any Instruction that is not transmitted in accordance with the applicable Security Protocols and may refuse to act on any Instruction if M&T doubts its authorization, contents, origination, or compliance with the Security Protocols.

(b) Client shall ensure that no Authorized Representative shares any Security Protocols (e.g., IDs, passwords, challenge questions, tokens). Client must ensure that each Authorized Representative changes its password, ID, or other credentials: (i) immediately if it suspects such credentials have been compromised; and (ii) upon M&T's request.

(c) The Security Protocols are not designed to detect errors in the transmission or content of any Instruction.

(d) M&T does not guarantee the effectiveness of any Security Protocol and is not obligated to determine whether a Security Protocol has been breached. M&T may rely on any Instruction that is transmitted using the Security Protocols.

(e) M&T may change or add Security Protocols (each, a "Security Change"). A Security Change is effective immediately if M&T determines it will not have a material adverse effect on Client's use of Nota, and otherwise on the date indicated in a Notice to Client. By continuing to use Nota, Client agrees to and is bound by the Security Change. Notwithstanding anything else in the Agreement, M&T may make Security Changes without prior Notice to Client if required for security reasons or by Law.

8. Client's Systems & Internal Security Policies

(a) Client represents and warrants that it has acquired and will update and maintain equipment, Internet browser, hardware, software, systems, and communication devices and facilities required to use the Product and Accounts (collectively, "**Client Systems**"). M&T may change its requirements for Client Systems at any time.

(b) Client must maintain secure Client Systems that meet or exceed industry standards, including utilization of: (i) physical security and access control; (ii) credential security; (iii) workstation security standards; (iv) antivirus and anti-spyware controls, firewall controls, and restricted use guidelines; (v) network security standards such as architecture, perimeter protection, firewalls, and intrusion detection; and (vi) secured email communications. Client shall update its internal security policies and procedures to address new fraud threats.

(c) Client must: (i) provide all means necessary to access and use Nota, M&T Technology, and M&T Materials; (ii) obtain appropriate training on Nota and its features, M&T Technology, and M&T Materials; (iii) assure that all installations and updates are performed according to applicable vendor or M&T specifications; and (iv) perform testing related to its use of Nota, M&T Technology, or M&T Materials and their impact on Client Systems.

(d) M&T may, but is not obligated to, access Client Systems to repair, update, or remove any M&T Technology or M&T Materials.

(e) Client shall: (i) monitor its Accounts on a daily basis; (ii) promptly and regularly review Statements, transactions, and confirmations; (iii) implement sound policies and procedures to avoid and detect fraud and unauthorized access to Accounts, the Product, and information; and (iv) provide Notice to M&T immediately of any security compromise (or suspected compromise) relating to the Product or Accounts.

PAYMENT ORDERS

9. Payment Orders

If M&T makes available Product feature(s) that entail Client sending Payment Orders, Client's Payment Orders must include all information required by M&T for the applicable feature(s). In executing a Payment Order, M&T and each Correspondent are entitled to rely exclusively on the recipient account number and recipient institution identifier provided in the Payment Order (even if such numbers do not match the name of the recipient or recipient institution). Neither M&T nor any Correspondent is required to: (a) reconcile or match a recipient account number or recipient institution identifier with the recipient account name or recipient institution name; or (b) verify the recipient account number or recipient institution identifier. Once a Payment Order is sent to a Correspondent, M&T no longer has any control over the funds; it is the sole responsibility of the paying bank to transmit the funds to the recipient account number indicated in the Payment Order. IF CLIENT PROVIDES AN INCORRECT RECIPIENT ACCOUNT NUMBER OR RECIPIENT INSTITUTION IDENTIFIER, CLIENT COULD LOSE THE PAYMENT ORDER AMOUNT.

10. Payment Order Security Procedures

(a) The authenticity of Payment Orders issued to M&T in Client's name as sender will be verified pursuant to the applicable Payment Order Security Procedures. Client represents that it has elected to use such Payment Order Security Procedures.

(b) Client acknowledges and agrees that, given Client's particular circumstances, including the nature of Client's business, the size, type, and frequency of Client's Payment Orders, transactions, and files, Client's internal procedures and Client Systems, the alternative or additional security procedures (if any) offered by M&T, and the security procedures in general use by other customers and banks similarly situated, the Payment Order Security Procedures are a commercially reasonable method of providing security against unauthorized Payment Orders. If Client chooses to use less robust Payment Order Security Procedures, such procedures are deemed commercially reasonable even if they provide less protection than other Payment Order Security Procedures and options offered by M&T.

(c) Client is bound by any Payment Order, whether or not authorized, issued in Client's name, and accepted or acted upon by M&T in accordance with the applicable Payment Order Security Procedures. Client is responsible for any Payment Order and associated Funds Transfer that is authorized by or on behalf of Client or for which Client is otherwise bound under the law of agency, whether or not M&T or Client complied with the Payment Order Security Procedures for that Payment Order.

(d) The Payment Order Security Procedures are intended to verify the authenticity of Instructions regarding Payment Orders and are not designed to, and do not, detect errors in the transmission or content of such Instructions.

11. Book Transfer Feature

(a) For purposes of this Section, "**Book Transfer**" means any Funds Transfer from one Account to another Account, and "**Funds Transfer**" means a funds transfer (wire) from an Account.

(b) Client may issue Payment Orders to effect Book Transfers by providing all relevant information about the Funds Transfer to M&T through the Nota Platform, including amount, Account numbers, transaction date, and client/matter (if applicable).

(c) To deliver Payment Orders through the Nota Platform for a Book Transfer, Client must access the Nota Platform using Payment Order Security Procedures that require: (i) a log-in user ID and password; and (ii) any other Security Protocols made available by M&T for delivering Payment Orders through the Nota Platform. Client agrees to comply with these Payment Order Security Procedures (along with any required or elected Security Protocols).

(d) In addition to the Payment Order Security Procedures set forth above, M&T may, but is not obligated to, implement, require, or offer additional Security Protocols for this feature ("Additional Procedures"). The Additional Procedures are not part of the Payment Order Security Procedures but may mitigate fraud risk. M&T recommends that Client set up and implement any Additional Procedures that M&T may notify Client about. Client understands that its failure to do so increases Client's exposure to, and responsibility for, unauthorized or fraudulent transactions.

(e) M&T will use reasonable efforts to accept and execute a Payment Order on the Business Day of receipt. M&T is not obligated to confirm receipt of a Payment Order.

(f) M&T has no duty to execute a Payment Order if the Account lacks sufficient available funds or to check the Account to determine if there are sufficient available funds. Overdraft/insufficient funds charges apply for each attempted transaction against insufficient available funds, whether or not M&T executes the Payment Order.

(g) M&T may reverse any erroneous credit or debit to an Account.

ELECTRONIC SERVICE MATTERS

12. M&T's Websites

(a) Client shall comply with this Section and other terms applicable to use of a Website (including Website Terms of Use) (collectively, the "**Access Terms**"). Client is solely responsible for the security of passwords or other access materials required for use of a Website. Immediately upon termination of the Agreement or at M&T's request, Client shall return to M&T any physical access materials and destroy any copies, and expunge Client Systems, of all passwords and access materials not returned to M&T.

(b) M&T may suspend Client's access to and use of a Website at any time, without Notice: (i) if it believes Client breached any Access Terms; (ii) to prevent interference with or disruption to the Product or a feature thereof to other clients; (iii) to protect the integrity of M&T Property; (iv) in connection with an actual or suspected security breach or fraud; or (v) if required by Law.

(c) Client shall cooperate with M&T regarding Client's access to and use of a Website, including providing technical assistance and information M&T requests.

13. M&T Property

(a) Nota or features thereof may involve the use of M&T Property. Certain M&T Property may be subject to third party agreements or licenses (each, a "**TP License**"). M&T grants to Client a non-exclusive, non-sublicensable, non-transferable, revocable, U.S.-only license to use M&T Property solely for Client's own internal business purposes as necessary to use Nota and the Accounts in accordance with the Agreement and TP Licenses. In the event of conflict between the Agreement and a TP License, the TP License prevails.

(b) Client shall not: (i) copy (except for making one copy for back-up purposes) or modify M&T Property; (ii) use M&T Property in connection with any other party's products or services; (iii) grant, assign, transfer, sell, lease, distribute, license, sublicense, or otherwise make available to any other person any right in M&T Property; (iv) reverse engineer, attempt to reverse engineer, decompile, disassemble, or create any derivative works based on M&T Property; (v) use M&T Property as a component or base for products or services prepared for sale, sublicense, lease, access, or distribution; or (vi) obscure, remove, or alter any logos, trademarks, internet links, patent or copyright notices, confidentiality or proprietary legends, or other notices or markings on or in M&T Property. Client shall immediately provide M&T Notice of actual or suspected unauthorized access to M&T Property.

(c) Client shall not directly or indirectly attempt to: (i) probe, scan, or test the vulnerability of M&T Technology or Websites; (ii) breach security or authorization measures; or (iii) interfere with any Security Protocols or Payment Order Security Procedures, or other network and system security measures.

(d) Except for the limited license set forth in Section 13(a) and any TP License, all right, title, and interest (including intellectual property rights) in M&T Property, Nota, and any other product or service M&T may provide through third party providers, and any derivative, modification, or enhancement thereof, at all times remains vested exclusively in M&T or its third party providers. Further, the licenses referenced in this Section do not extend to, and Client or any other person may not use, any of M&T's or its Affiliate's trade names, marks, or logos.

(e) Any suggestions Client makes to M&T regarding features, concepts, improvements, or other feedback are the exclusive property of M&T, and M&T may incorporate them into Nota, M&T Property, or other M&T products/services/technology, without compensating Client.

(f) M&T retains all right, title, and interest in and to transactional and performance data related to any use of Nota, the Accounts, and M&T Property that M&T may collect and use for its business purposes (including product changes, marketing, or provision of products or services to Client or others).

14. Electronic Transactions

(a) Certain Product features may include information reporting and the ability to initiate transactions through electronic methods (collectively, “**Electronic Methods**”), including: (i) the Website (including the Nota Platform); (ii) Direct Transmission; (iii) delivery of media; (iv) secure data transmission; (v) email; and (vi) telephonic means (including text messages).

(b) To the extent permitted by Law, Client bears the sole risk that an Electronic Method is not successful or completed or is corrupted, monitored, intercepted, delayed, re-routed, modified, copied, or hacked or its confidentiality breached.

15. Electronic Signatures

M&T may offer Client and Authorized Representatives the ability to sign agreements, forms, or other documents (for purposes of this Section, “**document**”) with an Electronic Signature. The Electronic Signature of Client or an Authorized Representative on any document has the same legal effect, validity, and enforceability as a manual signature. The words “signed” and “signature” (and similar words) include Electronic Signatures. M&T is not obligated to accept or use Electronic Records or Electronic Signatures in any form unless agreed to by M&T. M&T may, at any time, change, implement, or require new or additional Electronic Signature procedures.

VENDORS AND THIRD PARTIES

16. Payment Systems, Correspondents, and Vendors

(a) M&T may perform any feature of Nota (including executing Payment Orders) using any route, payment system, or Correspondent. M&T’s performance of certain features or parts of Nota (including executing Payment Orders) is subject to the rules, regulations, and capabilities of such routes, systems, and Correspondents.

(b) M&T may delegate, outsource, or subcontract the performance of any feature of Nota to any third party, without Notice to or approval of Client. Any authorization provided by Client to M&T will also extend to any such third party. Client authorizes the disclosure of information relating to Client and its Accounts or use of Nota to any such third party in connection with the Agreement, Product, or Accounts or as required by Law.

17. M&T Access to Third-Party, Non-M&T Accounts and Services.

M&T provides the ability to aggregate information from several types of third-party, non-M&T, accounts and services as well as applicable M&T accounts. When you permit M&T to aggregate external information on your behalf, it will be made available to you and may be incorporated into other tools made available by M&T. Depending on the type of account and/or information aggregated, your ability to manage those external accounts from the M&T website or mobile app may vary.

(a) Providing Accurate Information. You represent and agree that all information you provide to M&T in connection with Nota is accurate, current, and complete. You agree not to misrepresent your identity or account information. You agree to keep account information up to date and accurate. You represent that you are a legal owner or authorized user of the accounts at third party sites which you include or access through Nota, and that you have the authority to (i) designate us as your agent, (ii) use Nota, and (iii) give us the passwords, usernames, and all other information you provide.

(b) Content You Provide. Your use of Nota is your authorization for M&T or its service providers, as your agent, to access third party sites which you designate in order to retrieve information. You are licensing to M&T and its service providers any information, data, passwords, usernames, PINs, personally identifiable information, or other content you provide through Nota. You authorize us or our service providers to use any information, data, passwords, usernames, PINs, personally identifiable information or other content you provide through Nota or that we or our service providers retrieve on your behalf for purposes of providing Nota, to offer products and services, and for permissible M&T business purposes. Except as otherwise provided herein, we or our service providers may store, use, change, or display such information or create new content using such information.

(c) Power of Attorney. You grant M&T and its service providers a limited power of attorney as provided below to access information at third party sites on your behalf. Third party sites shall be entitled to rely on the authorizations, agency, and the power of attorney granted by you. For all purposes hereof, you hereby grant M&T and its service providers a limited power of attorney, and you hereby appoint them as your true and lawful power of attorney-in-fact and agent, with full power of substitution and re-substitution, in any and all capacities, to access third party sites to retrieve information. You understand and agree that Nota is not sponsored or endorsed by any third party site. **YOU ACKNOWLEDGE AND AGREE THAT WHEN M&T OR ITS SERVICE PROVIDERS ACCESS AND RETRIEVE INFORMATION FROM THIRD PARTY SITES, THEY ARE ACTING AS YOUR AGENT, AND NOT AS THE AGENT OR ON BEHALF OF THE THIRD PARTY SITES.**

(d) Non-M&T Accounts. With respect to any third party sites we may enable you to access through Nota or with respect to any non-M&T accounts you include in Nota, you agree to the following:

(i) You are responsible for all fees charged by the third party in connection with any non-M&T accounts and transactions. You agree to comply with the terms and conditions of those accounts and agree that this section does not amend any of those terms and conditions. If you have a dispute or question about any transaction on a non-M&T account, you agree to direct these to the account provider

(ii) Any links to third party sites that we may provide are for your convenience only, and M&T does not sponsor or endorse those sites. Any third party services, which you may be able to access through Nota, are services of the listed institutions. We have no responsibility for any transactions and inquiries you initiate at third party sites. The third party sites you select are solely responsible for their services to you. We are not liable for any damages or costs of any type arising out of, or in any way connected with, your use of the services of those third parties.

(e) Limitations of Nota. Any third-party account you connect to M&T that represents currency values in foreign currencies may not display correctly. M&T advises you to only add accounts denoted in US Dollars. Tools, dashboards, and summaries that rely on external data may not accurately present information to you if you add foreign currency accounts.

OTHER ACCOUNT AND PRODUCT MATTERS

18. Authorization to Access Account and Other Information

Client authorizes M&T to access, view, monitor, and copy balance, transaction, and other information relating to the Accounts or use of Nota, including Client's tagging of balances and transactions to particular clients/matters, initiation of transactions, and use of alerts and reports, and to use and replicate such information in connection with Nota, such as for purposes of the development or improvement of Nota or the provision of assistance to Client. M&T may access and use such information as frequently as may be necessary in connection with the development or provision of Nota, as determined by M&T.

19. Setoff

M&T has the right to set off against any Account (other than Client's IOLA/IOLTA account) or property of Client held by M&T any amounts owing to M&T or its Affiliates under the Agreement or any other agreement with M&T or its Affiliates. M&T may exercise its right of setoff without demand or Notice to Client and such setoff will be considered to have been exercised immediately upon any default by Client without any action by M&T.

20. Other Product Matters

(a) Client shall provide M&T with information about Client or its business as M&T may reasonably request.

(b) Upon reasonable Notice to Client and at agreed times, M&T or its agents may visit, inspect, or audit Client Systems and Client's premises and information as reasonably requested by M&T.

(c) Client represents to comply with all, and to take no action or make any omission that would cause M&T to fail to comply with any, Laws in connection with the Agreement, Product, and Accounts. Client shall provide to M&T any documents or information as M&T may request to evidence such compliance or as required for M&T to comply with Law.

(d) Client, as the fiduciary with respect to its clients' funds held in Client's IOLA/IOLTA account, is solely responsible for the proper management and disbursement of all funds held in such account, and for compliance with any Law, agreement, or document applicable to such funds. M&T makes no representation or guarantee that Nota will ensure Client's compliance with applicable Laws, agreements, or documents. Client shall be solely responsible for such compliance.

(e) Client is solely responsible for, and M&T is not obligated to verify, the accuracy and completeness of any transaction, Instruction, or information provided by or on behalf of Client. M&T may rely on any Instruction that was actually transmitted, or that M&T reasonably believes was transmitted, by or on behalf of Client. Client shall promptly (and within the time periods set forth in the CDAA) provide Notice to M&T of any error in connection with the Product or Accounts, any known or suspected unauthorized, erroneous, or erroneously executed transaction, or of any discrepancy between a record of Client and any communication or Notice provided by M&T to Client with respect to the Product or Accounts. Client shall promptly provide M&T with information M&T requests in connection therewith.

(f) Any Client change or cancellation of any transaction, Instruction, or information (including any Security Protocols or Payment Order Security Procedures) is not effective unless: (i) it is permitted under the Agreement; (ii) M&T determines that it can be performed; (iii) M&T has accepted all required updated forms, Notices, and information; (iv) M&T has had a Reasonable Time to Act; and (v) M&T has notified Client that the change or cancellation has been approved.

(g) M&T is not required to execute a Payment Order or complete any transaction: (i) against unavailable or insufficient funds in the Account; (ii) that M&T is unable to authenticate to its satisfaction; (iii) that is incomplete or incorrect; (iv) that M&T believes would constitute a violation of any applicable agreement, Law, or M&T requirement; (v) if M&T suspects fraud or illegal activity; (vi) that does not conform to M&T's requirements; (vii) that M&T believes is likely to present risk of Loss or reputational, legal, settlement, or compliance risk; or (viii) if M&T doubts its authorization, content, origination, or compliance with the Security Protocols or Payment Order Security Procedures. M&T may suspend a Payment Order prior to rejecting it. M&T will then reject or process such Payment Order as a result of M&T's further review. M&T will use reasonable efforts to notify Client of any rejection within a reasonable time. Client shall cooperate promptly and fully in connection with any claim asserted by a person in connection with any Payment Order.

(h) M&T may, but is not obligated to, electronically monitor or record telephone communications with, or data transmissions by, Client relating to the Agreement, Product, or Accounts. M&T may retain records of such monitoring and recordings by any reasonable means. If M&T's records are different from those of Client, M&T's records will control.

(i) The Website and the Product (or certain features thereof) may not be available at all times due to: (i) matters outside of M&T's control, including matters relating to third party support for software and hardware, Internet service providers, and connectivity and the Internet; and (ii) maintenance and servicing associated with the systems that host and support certain Product features.

(j) Client may have the ability to receive alerts in connection with its Accounts and transactions via text messaging or email. Client agrees to receive all alerts via text messaging or email. Client also agrees to receive text messages and emails from M&T in connection with Nota. M&T is not responsible for text messaging or data charges that may be incurred by Client in connection with such alerts or electronic communications.

21. Confidentiality

(a) In connection with the Agreement, a party ("Receiving Party") may receive or have access to Confidential Information of the other party or its Affiliates ("Disclosing Party"). Receiving Party shall: (i) treat Disclosing Party's Confidential Information using the same control (but no more than reasonable control) it uses to prevent disclosure of its own Confidential Information; and (ii) not use or disclose Disclosing Party's Confidential Information except for purposes relating to the Agreement, Product, or Accounts and in compliance with the Agreement. However, Receiving Party may disclose Disclosing Party's Confidential Information as permitted in the Agreement or to Receiving Party's: (A) Affiliates and permitted prospective assigns or other successors; or (B) representatives who need to know such Confidential Information in connection with the Agreement, Product, or Accounts. M&T may also use and share Client's Confidential Information for crime detection, prevention, and prosecution, regulatory, compliance, and audit requirements, marketing activities, product development, and provision of accounts and services to any M&T customers. Client may share a high-level overview of Nota and its features with third parties who may be interested in using the Product for their own business purposes.

(b) Upon Agreement termination, each party will return the other party's Confidential Information (or, if requested by the other party, destroy it); provided that Receiving Party: (i) will not be required to return or destroy Confidential Information that is integrated into its internal electronic systems; and (ii) may maintain a copy as necessary for legal, audit, regulatory, or compliance purposes, but, in each case, Confidential Information remains subject to this Section.

(c) If Client receives or can access information relating to another M&T customer, Client shall: (i) immediately provide Notice to M&T; (ii) keep that information confidential and not make it available to any person; and (iii) destroy records and return media containing such information.

PRODUCT FEES

22. Product Fees

(a) M&T does not currently charge Product Fees, but M&T's standard deposit account and service fees apply. M&T reserves the right to begin charging Product Fees to Client for its use of Nota. M&T will provide Client with Notice prior to charging such Product Fees.

(b) If and when M&T begins charging Product Fees to Client for Nota, unless the parties agree otherwise in writing, M&T may debit an Account (other than Client's IOLA/IOLTA account), without prior Notice, in the amount of all Product Fees and other fees, expenses, and amounts Client owes to M&T (collectively, "Amounts Due"). Client must maintain available balances in such Accounts sufficient to pay all Amounts Due. If Client is eligible for earnings credits on balances in one or more Accounts, M&T will determine monthly if the collected balances are sufficient to compensate for all Amounts Due in the prior month. If the earnings credits are insufficient to offset all Amounts Due, M&T will debit the Accounts (other than Client's IOLA/IOLTA account) for any shortfall.

(c) Amounts Due do not include taxes (including sales, value-added, and use taxes), duties, or other governmental charges (collectively, "Taxes"). Client shall timely pay all Taxes. M&T may charge interest at the maximum rate permitted by Law on Amounts Due that are not paid when due. Client shall pay upon demand costs incurred by M&T in collecting Amounts Due or enforcing the Agreement, including attorneys' fees and disbursements.

LIMITATION OF LIABILITY AND INDEMNIFICATION

23. Limitation of Liability

(a) M&T is responsible only for providing Nota as expressly described in the Agreement. NOTA IS PROVIDED ON AN 'AS IS', 'AS AVAILABLE' BASIS. EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT, M&T MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, IN LAW OR IN FACT, IN CONNECTION WITH NOTA, ANY OF ITS FEATURES, THE ACCOUNTS, OR M&T PROPERTY, INCLUDING ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR MERCHANTABILITY. NO DESCRIPTIONS OR SPECIFICATIONS CONSTITUTE REPRESENTATIONS OR WARRANTIES OF ANY KIND.

(b) Client releases M&T, its Affiliates, and their representatives from, and M&T, its Affiliates, and their representatives shall have no, liability to Client or any third party, whether in contract, tort (including negligence), or otherwise, for any Loss arising out of: (i) the Agreement, Product, or Accounts (including the delay in the processing, transmittal or settlement of any transaction or availability of funds), except to the extent of actual Loss caused directly by M&T's gross negligence or willful misconduct in performing the Agreement; (ii) Client's use of Nota or any Website (including its tagging of balances and transactions);

(iii) mismanagement or wrongful disbursement of funds from Client's Accounts, including its IOLA/IOLTA account; (iv) Client's failure to comply with the Agreement or Law (including applicable IOLA/IOLTA Rules); (v) Client's selection or non-selection of Product features (including Security Protocols and Payment Order Security Procedures), regardless of suggestions or recommendations made by M&T; (vi) Client's selection, operation, or maintenance of Client Systems; (vii) any act or omission M&T takes in accordance with Instructions actually authorized by or on behalf of Client or that M&T reasonably believes to have been so authorized, whether or not transmitted using a Security Protocol or Payment Order Security Procedure; (viii) any transaction made using a Security Protocol or Payment Order Security Procedure, whether or not actually authorized, except to the extent M&T is held liable for an unauthorized Payment Order under UCC-4A; (ix) the acceptance, rejection, suspension, or change of a Payment Order; (x) Client's cancellation or change of any Instruction or the provision of incorrect or incomplete Instructions, data, or information; (xi) failure, delay, or error of any Electronic Method; (xii) acts or omissions of third parties, including Authorized Representative(s) and Client's clients; (xiii) any Virus; and (xiv) good faith errors resulting from a reasonable misunderstanding of any Instruction. M&T shall only be liable for a Loss arising out of the Agreement, Product, or Accounts to the extent a final non-appealable judicial determination is made that M&T is liable for such Loss.

(c) If Client declines or fails to take precautions within its control or to use any Product features or optional Security Protocols designed to detect, deter, or prevent fraud that M&T makes available, Client may be precluded from asserting claims against M&T for unauthorized, altered, counterfeit, or other fraudulent transactions that such precautions, features, or Security Protocols were designed to detect or deter.

(d) Any action, proceeding, or claim against M&T for any Loss arising out of the Agreement, Product, or Accounts must be commenced in writing within one (1) year after the action accrued; provided that this provision shall not extend any shorter period of time otherwise provided by Law, the CDAA, or other agreement with Client.

(e) IN NO EVENT WILL M&T'S LIABILITY FOR ANY INDIVIDUAL CLAIM ARISING OUT OF THE AGREEMENT, PRODUCT, OR ACCOUNTS EXCEED ONE THOUSAND DOLLARS (\$1,000). FURTHER, IN NO EVENT WILL M&T'S AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF THE AGREEMENT, PRODUCT, OR ACCOUNTS EXCEED THE AGGREGATE CAP OF FIVE THOUSAND DOLLARS (\$5,000).

(f) NOTWITHSTANDING ANYTHING ELSE IN THE AGREEMENT OR OTHERWISE, IN NO EVENT WILL M&T BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL LOSS OF ANY KIND, HOWEVER CAUSED, INCLUDING FAULT OR NEGLIGENCE, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT M&T KNEW OR HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, INCLUDING LOSS OF PROFITS, GOODWILL, AND BUSINESS INTERRUPTION.

24. Indemnification for Third Party Claims

a) Client shall indemnify, defend, and hold harmless M&T and its Affiliates (and their representatives) from and against all Losses that directly or indirectly arise out of a third party claim, action, demand, suit, or proceeding (each, a "Third Party Claim") alleging any of the following (each, an "Indemnifiable Event"):

(i) Client's or an Authorized Representative's: (A) breach of any term, condition, warranty, representation, or obligation in the Agreement; (B) violation of Law (including applicable IOLA/IOLTA Rules); (C) negligence, fraud, or intentional misconduct; (D) provision of incorrect or incomplete Instructions, data, or information; (E) use of the Product or Accounts not in compliance with the Agreement or Law; or (F) infringement of a third party's patent, trademark, copyright, trade secret, publicity, privacy, or other proprietary right;

(ii) any act or omission (including acceptance, processing, change, suspension, or rejection of Payment Orders) M&T takes in accordance with Instructions actually authorized by or on behalf of Client or that M&T reasonably believes to have been so authorized, whether or not transmitted using a Security Protocol or Payment Order Security Procedure;

(iii) M&T honoring, or refusing to honor, any signature, Instruction, or action of Client or its Authorized Representative

(iv) an act or omission of Client, an Authorized Representative, or Client's client;

(vi) use of the Product or features thereof directly or indirectly affecting Client's clients or other third parties.

(b) If M&T seeks defense, indemnification, or to be held harmless for a Third Party Claim:

(i) M&T will give Notice to Client of the Third Party Claim; however, failure to do so does not relieve Client of its obligations hereunder, except to the extent such failure materially prejudices Client's defense.

(ii) M&T is entitled to control the defense of such Third Party Claim and appoint lead counsel of its choosing for its defense. Client must pay the fees and expenses of such counsel. If M&T is controlling the defense, Client may participate in (but not control) the defense at its expense using counsel of its choosing. Client will cooperate and provide assistance as M&T reasonably requests for M&T's defense. M&T will regularly inform Client of the status of the Third Party Claim.

(iii) If M&T elects not to control the defense of the Third Party Claim, Client, using counsel of its choosing and at its expense, shall defend, contest, and otherwise protect M&T against such Third Party Claim. Client must provide M&T with evidence it has adequate resources to defend the Third Party Claim and fulfill its indemnity obligations hereunder. If Client is controlling the defense, M&T may participate in the defense at its expense using counsel of its choosing. M&T will cooperate and provide assistance as Client reasonably requests for the defense and will be entitled to recover from Client its costs of doing so. Client will regularly inform M&T of the status of the Third Party Claim.

(iv) Client will not, without M&T's prior written consent, compromise or settle any Third Party Claim if such compromise or settlement (A) imposes equitable relief upon M&T, its Affiliates, or their representatives, or (B) does not include (in writing) an express and unconditional release of M&T, its Affiliates, and their representatives from all liability relating to the Third Party Claim.

(v) If Client fails to timely defend, contest, or protect against a Third Party Claim, or M&T provides Notice to Client of its belief that Client does not have adequate resources to fulfill its defense obligations, M&T may defend, contest, or protect against the Third Party Claim (and make any compromise or settlement), and M&T's costs arising out of such actions, including legal fees and expenses for enforcing such obligations, are Losses subject to indemnification by Client.

25. Other Indemnification Provisions

(a) Indemnification for Direct Claims. Client shall indemnify M&T and its Affiliates (and their representatives) from and against all Losses that arise out of a direct claim, action, demand, suit, or proceeding brought by M&T alleging an Indemnifiable Event.

(b) Enforcement. Client's obligation to defend, indemnify, and hold harmless M&T and its Affiliates (and their representatives) under the Agreement may be enforced exclusively by M&T and its Affiliates. Nothing in this Section limits or prejudices any other rights or remedies available to M&T at law or in equity.

TERM AND TERMINATION

26. Term

The Agreement commences as of the Effective Date and continues until terminated in accordance with the Agreement.

27. Termination

(a) Client may terminate the Agreement and its use of Nota only by providing thirty (30) days' prior written Notice to M&T.

(b) M&T may terminate the Agreement and Client's use of Nota: (i) by providing thirty (30) days' prior written Notice to Client; or (ii) immediately if:

(i) required by Law or regulator;

(ii) Client breaches any term, condition, warranty, representation, or obligation in the Agreement or any other agreement with M&T and fails to cure the breach within fifteen (15) days of receipt of Notice from M&T (provided, if the breach is not curable, termination is effective on the date specified in the Notice);

(iii) M&T reasonably believes fraudulent, illegal, dishonest, or unauthorized activity has occurred or is likely to occur with respect to the Product or Account;

(iv) Client fails to maintain sufficient available funds in any Account for which the Product is used;

(v) Client makes an assignment for the benefit of a creditor; is unable, or admits its inability to, pay its obligations as they become due; enters a compromise agreement with its creditor; files for bankruptcy; or has an involuntary bankruptcy petition filed against it; or

(vi) M&T determines that Client's financial status is materially impaired or believes that provision of the Product to Client creates risk of financial or reputational harm or unacceptable credit or fraud risk for M&T.

(c) M&T shall use reasonable efforts to provide Client prompt Notice of such termination, but failure to do so does not invalidate the termination.

(d) Termination of the Agreement terminates Client's use of Nota.

28. Post Termination

(a) If the Agreement is terminated: (i) all Amounts Due with respect to the terminated Product are immediately due and payable; and (ii) Client will (A) immediately stop using Nota, and (B) promptly return or destroy (or in the case of software, erase or delete) all M&T Property provided to Client relating to Nota.

(b) The provision of Nota or any feature thereof to Client after termination of the Agreement shall not be construed as a renewal or extension, or waiver of termination, of the Agreement. In the absence of a separate written agreement between the parties relating to the provision of Nota, the terms and conditions of the Agreement shall apply after termination of the Agreement.

(c) The following provisions of this Master Agreement survive termination of the Agreement or Client's use of Nota: Sections 20-24 and 28 to 43, along with any other Agreement provision necessary to give effect to those provisions (including definitions). Any other provision of the Agreement that: (i) the parties have agreed in writing will survive termination; (ii) remains to be performed or by its nature is intended to apply after termination; (iii) is a confidentiality obligation or limit on M&T's liability; or (iv) is an indemnity, defense, or hold harmless obligation of Client, survives termination.

GENERAL PROVISIONS

29. Entire Agreement

The Agreement constitutes the entire agreement between the parties relating to Nota and Client's use thereof and supersedes any prior or other written or oral agreement, understanding, arrangement, communication, or representation with respect to the subject matter of the Agreement. Any additional or conflicting term in any document from Client, sales or marketing material, or course of dealing or usage of trade is not part of the Agreement. No course of dealing or conduct between the parties constitutes a change to the Agreement or an agreement between the parties.

30. Dispute Resolution

Notwithstanding any Agreement provisions requiring arbitration, any dispute or controversy arising out of this Master Agreement is not subject to such arbitration provisions.

31. Governing Law and Jurisdiction

The Agreement will be governed by and interpreted according to the laws of the State of New York, without regard to its conflicts of law principles. Any action, proceeding, or claim asserted under the Agreement must be brought and maintained in a court of competent jurisdiction in Buffalo, New York.

32. Waiver of Jury Trial

THE PARTIES KNOWINGLY, VOLUNTARILY, AND IRREVOCABLY WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR CLAIM ARISING OUT OF THE AGREEMENT, ANY DOCUMENT EXECUTED BY THE PARTIES IN CONNECTION WITH THE AGREEMENT, OR ANY TRANSACTION CONDUCTED HEREUNDER.

33. Notices; Communication; Consents and Other Satisfaction

(a) All notices, demands, claims, consents, approvals, waivers, disclosures, Statements, and other communications required or permitted under the Agreement or in connection with the Product or Accounts (collectively, “**Notices**”) must be in writing, unless the Agreement provides otherwise. Notices to M&T must be sent to support@trustnota.com, unless otherwise provided in the applicable Addenda or User Guides. Each party may rely on the other party’s email address for Notices until it has had a Reasonable Time to Act on a Notice changing such address.

(b) Notice is deemed effective on (i) the Business Day the sender sends the email message, if sent before 5:00 p.m. local time in the place of receipt, or (ii) the Business Day immediately following such day, if sent after such time.

(c) Notwithstanding any other timeframes in the Agreement, M&T shall have a Reasonable Time to Act upon any Notice or Instruction it receives from or on behalf of Client. If the parties agree in writing that Client may give a Notice or Instruction orally, Client shall confirm such oral Notice or Instruction by Notice in accordance with this Section. M&T may rely on any oral Notice or Instruction from Client, whether or not Client confirms it, and M&T’s records of the Notice or Instruction control.

(d) M&T may provide Notices to Client as Electronic Records by: (i) email; (ii) posting to a Website; (iii) displaying to Client or its Authorized Representative during sessions on a Website or otherwise; or (iv) any other electronic means. Communications with Client regarding operational, product-related, procedural, and technical matters relating to the Product and Accounts may be provided orally and not subject to the Notice requirements of this Section.

(e) A Notice to Client will be effective if M&T sends it to any email address of Client or an Authorized Representative. M&T shall be deemed to have sent, and Client shall be deemed to have received, any email sent to the email address that Client provides to M&T, regardless of whether Client actually receives or views such email and even if M&T has notice that the email was undeliverable.

(f) Whenever M&T’s consent, authorization, or approval is required under the Agreement, it may be granted or withheld in M&T’s sole and absolute discretion, unless the Agreement provides otherwise.

34. Construction of Agreement; Representations

(a) Neither the Agreement nor any ambiguity in it shall be construed more strongly against a party solely because it was the primary drafter.

(b) Each representation and warranty of Client in the Agreement is deemed made to M&T as of the Effective Date and each time Client uses the Product or any feature thereof.

35. Severability

If a provision of the Agreement is held illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall not affect, impair, or invalidate any other provisions, which will remain in full force and effect, and the Agreement shall be deemed modified to the extent necessary to render enforceable the remaining provisions to the maximum extent permitted by Law. Additionally, to the extent any provision of the Agreement conflicts with Law and cannot be varied by agreement, the Law controls, but the remaining provisions of the Agreement apply.

36. Waivers

Unless otherwise expressly provided in the Agreement, the rights and remedies under the Agreement shall be cumulative and not exclusive of any rights or remedies provided by Law. No failure or delay by M&T in exercising any right, power, or privilege under the Agreement shall operate as a waiver thereof nor shall any single or partial exercise preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. A provision of the Agreement may only be waived by M&T in a signed writing.

37. Amendments

The Agreement may not be amended orally or by course of conduct. M&T may add Addenda to the Agreement at any time setting forth the terms and conditions governing features added to Nota. M&T may propose changes to any of the documents comprising the Agreement as M&T deems appropriate (a “Proposed Change”). An Addendum or Proposed Change is effective on the date indicated in a Notice to Client. Such Notice may be provided or made available in paper or electronically, including on the Website. By continuing to use Nota or the new or affected feature after such Addendum or Proposed Change is effective, Client agrees to and is bound by such change. Notwithstanding anything else in the Agreement, M&T may make any Proposed Change without prior Notice to Client if required for security reasons or by Law. The Agreement may not otherwise be amended without the consent of both parties.

38. Representations and Warranties

Client represents and warrants that: (a) it is duly organized or formed, validly existing, and in good standing; (b) the individual accepting/signing this Master Agreement (or any part of the Agreement) is duly authorized to do so and to engage in each transaction directed by such person; and (c) its execution and performance of the Agreement is duly authorized and does not, and will not, violate any Law, Client’s organizational or governing documents, or any contract with a third party. Client shall promptly provide evidence of compliance with this Section upon request and Notice to M&T if any of its representations or warranties ceases to be accurate.

39. Binding Effect

The Agreement is entered solely by and between, and may only be enforced by, Client and M&T (and their permitted successors and assigns) and, except to the extent provided herein, is not intended to confer on any other person any right, remedy, obligation, or liability

40. Conflicts

In the event of a conflict between any provisions in the documents forming part of the Agreement, the order of precedence is as follows (unless the particular document provides otherwise):

- (a) Master Agreement;
- (b) Addenda;
- (c) User Guide; and
- (d) all other documents forming part of the Agreement.

41. Assignment

Neither the Agreement, nor any rights, interests, or obligations under it, may be assigned by either party without the prior written consent of the other party; provided Client's prior consent will not be required for: (a) M&T's delegation, outsourcing, or subcontracting of all or part of the provision of the Product or any feature thereof to an Affiliate or other party; or (b) an assignment by M&T (i) to an Affiliate, (ii) by merger, consolidation, or operation of Law, or (iii) as part of a sale or transfer of all or substantially all of M&T's business or assets relating to the Product. Subject to this Section, the Agreement is binding on, inures to the benefit of, and is enforceable by the parties and their respective successors and permitted assigns. Any purported assignment in violation of this Section is void.

42. Force Majeure

Neither party will be liable for any delay or failure in performance of any part of the Agreement or deemed in breach of its obligations hereunder, if such failure, delay, or breach is due to any cause beyond its reasonable control.

43. Further Assurances

Client shall execute, deliver, and perform all other agreements required by vendors or other parties necessary for the provision of the Product, any features thereof, and Accounts (including any sublicense agreements) or as required or requested by M&T.

44. Relationship

Nothing in the Agreement creates a partnership, joint venture, or similar relationship between the parties, and neither M&T nor Client shall be deemed an agent of the other. M&T is not in a fiduciary or similar relationship with, nor does it have fiduciary duties or obligations to, Client or Client's clients

45. Counterparts

The Agreement may be signed in any number of counterparts, each of which shall be deemed an original. M&T may prepare or maintain an Electronic Record that contains an image or other copy of the original Agreement signed by Client, its Authorized Representative, or M&T using actual or Electronic Signatures. All true and correct copies of such Electronic Records will be deemed "originals" for all purposes under Law, whether or not M&T retains the original Agreement.

Schedule 1 to Master Product Agreement for Nota: Definitions and Terms of Construction

The following capitalized terms when used in the Agreement have the meanings below:

"ACH" means the Automated Clearing House.

"Affiliate" means any entity that, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with a party (where "control" means power to direct management of the entity's affairs, and "ownership" means ownership of a majority of the entity's voting rights).

“Authorized Representative” means any person who or that: (a) has been designated or authorized by Client to act on its behalf in any capacity with respect to the Agreement, Product, or Accounts; (b) Client directly or indirectly gives access to or allows to use the Product or Accounts, or any information relating thereto; or (c) M&T reasonably believes is an authorized representative of Client based on course of conduct.

“Business Day” means Monday through Friday, excluding federal holidays and other days M&T is legally permitted to be closed.

“Commercial Deposit Account Agreement” or **“CDAA”** means the M&T Commercial Deposit Account Agreement that sets forth the terms and conditions applicable to non-consumer deposit accounts at M&T and other fees and disclosures relating to such accounts.

“Confidential Information” means a party’s or its Affiliate’s proprietary or confidential information, including any technology, know-how, processes, software, databases, manuals, trade secrets, contracts, financial information, business strategies, operating data, product descriptions, pricing information, whether received before or after the Effective Date, whether oral, written, electronic, or otherwise, and regardless of the form in which it is provided or maintained by such party. Confidential Information of M&T includes the Agreement, Security Protocols, Payment Order Security Procedures, M&T Technology, and M&T Materials. Confidential Information does not include information publicly available (without violation of any confidentiality obligation).

“Correspondent” means any: (a) intermediary or recipient institution (and any agent or sub-agent thereof); (b) payment system or network; or (c) other third party, in each case involved in the provision of a feature of Nota, including the transmission or receipt of a Payment Order.

“Direct Transmission” means the submission of a file, Instruction, or other information directly from Client to M&T (or vice versa) via M&T’s designated transmission platform

“Electronic Record” means information that is created, sent, communicated, received, or stored by electronic means and is retrievable in perceivable form.

“Electronic Signature” means an electronic symbol or process, attached to or logically associated with an agreement, form, or other document (whether or not in the form of an Electronic Record) and executed or adopted by a person with the intent to sign or accept the agreement, form, or document.

“Funds Transfer” means any electronic funds transfer from an Account, including through a wire transfer or ACH network.

“Governmental Authority” means any transnational, domestic, or foreign, federal, state, or local governmental authority, department, court, agency, or official, including any political subdivision thereof, or a country’s central bank.

“Instruction” means a communication, message, or instruction by or on behalf of Client, in oral, written, electronic, or other form, including a Payment Order.

“Law” means any foreign, federal, state, or local law (statutory, common, or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, guideline, policy, order, injunction, judgment, decree, ruling, or other similar requirement or directive enacted, adopted, promulgated, or applied by a Governmental Authority that is binding upon or applicable to a party, and letters or guidelines issued by regulatory authorities. Law includes any regulations, rules, and policies of applicable payment, card, or other associations. Law also includes any laws, regulations, rules, or guidelines, including those promulgated or enforced by state bar associations or IOLA/IOLTA Funds or associations, governing IOLA/IOLTA accounts or operating accounts and attorneys’ ethical obligations with respect to their clients’ money and the safeguarding, management, and disbursement of such money.

“Loss” means any and all losses, damages, liabilities, claims, causes of action, demands, suits, proceedings, costs, expenses (including court costs, reasonable legal and professional advisor fees/expenses, and reasonable investigation expenses), judgments, penalties, charges, fines, and other damages of any nature.

“M&T Technology” means all firmware, equipment, hardware, software, data compilations, programs, applets, scripts, macros, databases and servers, and related technology ideas and know-how, whether owned or licensed by M&T, and used in connection with Nota, the Nota Platform, or Accounts, including all modifications, updates, new releases, and replacements thereof. M&T Technology does not include any “open source” firmware, software, or data compilations, and such “open source” items are subject to the terms and conditions of the relevant “open source” license.

“M&T Materials” means any documents, materials, or information M&T provides or makes available to Client relating to the Agreement, Product, or Accounts, including any User Guides, manuals, data, and security access materials (such as user IDs, passwords, codes, keys, tokens, and security devices).

“M&T Property” means, collectively, the Website, M&T Technology, and M&T Materials. “Payment Order” means an Instruction to initiate a Funds Transfer.

“Payment Order Security Procedures” means the subset of Security Protocols described in this Master Agreement and the Addenda and agreed to by Client upon executing this Master Agreement and used to verify the authenticity of a Payment Order.

“Product Fees” means the fees, charges, and expenses set by M&T for the provision of Nota.

“Reasonable Time to Act” means a reasonable time for a party to act, but not less than two (2) Business Days after the Business Day of receipt of the applicable information or Instruction.

“Security Protocols” means the applicable security procedures made available by M&T: (a) for verifying that an Instruction is that of Client; (b) for encrypting or otherwise helping to restrict access to information, the Product, or Accounts, which may include user IDs, passwords, or other codes, identifying words or numbers, tokens, challenge questions, and encryption; or (c) otherwise intended to mitigate fraud risk.

“Statements” means any periodic account statements or account analysis statements for an Account.

“UCC-4A” means, with respect to any jurisdiction, Uniform Commercial Code Article 4A - Funds Transfers.

“User Guides” means the user guides, computer screens, and documents made available to Client by or on behalf of M&T that establish the guidelines, rules, protocols, procedures, and terms and conditions applicable to the Accounts, Product, Security Protocols, or Payment Order Security Procedures

“Virus” means any code, program, or other internal components that restrict, or may restrict, use or access to, or do or may damage, destroy, or alter any system, computer, network, program, data, or other information or data processing device, including any computer virus, malware, adware, spyware, tracking cookie, computer worm, computer time bomb, trojan horse, back door, or similar component

“Website” means any Internet website, mobile, or access channel that M&T makes available to Client to access Nota, including the Nota Platform.

The following terms of construction apply to the Agreement: (a) words importing the singular shall include the plural, and vice versa; (b) “including,” “includes,” and comparable terms mean “including without limitation”; (c) “or,” as in “A or B,” means “A or B or both”; (d) “hereunder” and “herein,” unless the context clearly indicates otherwise, refer to the whole Agreement and not to a particular section; (e) “written,” “writing,” and comparable terms mean any intentional reduction of information to tangible form by any means as M&T may agree to use or accept, including an Electronic Record; (f) “person” means an individual, corporation, partnership, limited liability company, association, trust, or other entity or organization, including any Governmental Authority; (g) “representative” includes a party’s Affiliates, directors, officers, employees, agents, permitted assigns, and other representatives (including, with respect to Client, Client’s Authorized Representatives); (h) reference to a Law means such Law as it has been amended, any successor Law, and any then applicable rules or regulations promulgated thereunder; (i) references to any agreement, form, or other document are to that document as amended, modified, or supplemented in accordance with the terms thereof; and (j) “arising out of” (and words of similar import) means arising out of, in connection with, or resulting from.

Addendum to M&T Master Product Agreement for Nota (Nota Check Printing Service)

This Addendum to M&T Master Product Agreement for Nota (this **“Addendum”**) contains service information, disclosures, and terms and conditions (**“T&Cs”**) applicable to the Nota Check Printing Service (the **“Service”**). The T&Cs in this Addendum are incorporated into, and form a part of, the M&T Master Product Agreement for Nota (the **“Agreement”**) and apply to each Account for which Client uses the Service. By using the Service, Client agrees to be bound by this Addendum. Capitalized terms not defined in this Addendum are defined in the Agreement.

Service Description

The Service may allow Client to generate, issue, and print checks on pre-printed Deluxe® check stock through the Nota Platform: (i) from its Interest on Lawyer Accounts/Interest on Lawyer Trust Accounts (“IOLA/IOLTA Account”); and (ii) from its operating account.

Definitions

“Authorized Representative” means any person who: (a) has been designated or authorized by Client to act on its behalf in any capacity with respect to the Service; (b) Client directly or indirectly gives access to or allows to use the Service or Accounts, or any information relating thereto; or (c) M&T reasonably believes is an authorized representative of Client based on course of conduct. Authorized Representatives include any Administrator, Account signer, and any person responsible for matters relating to this Addendum, the Service, the Agreement, or the Accounts of Client.

“Nota Check Register” means the online log of checks (including outstanding, cleared, and voided checks) accessed and managed through the Nota Platform.

Terms and Conditions

1) Access to Service & Security Protocols.

(a) In order to use the Service, Client must enroll through the Nota Platform. Only an Administrator for Nota is able to enroll in the Service

(b) Once any one Administrator enrolls in the Service, all of Client's Administrators will have access to the Service.

(c) To access the Service, Client must first access the Nota Platform using Security Protocols that require: (i) a log-in user ID and password; and (ii) any other Security Protocols made available by M&T for accessing the Nota Platform.

(d) enrollment in the Service by an Administrator, or any other person using an Administrator's log-in user ID and password, shall be deemed authorized by Client.

(e) Within the Nota Platform, Administrators can access the Service from the “Print Checks” option on the main menu.

(f) Only one (1) IOLA/IOLTA Account in Client's Nota profile can be enrolled in the Service.

2) Service Requirements. In order to use the Service, Client must use its own:

(a) Laser or inkjet printer, which is part of the Client Systems; and

(b) Deluxe® High Security Laser Top check stock pre-printed with Client's IOLA/IOLTA Account information or, as applicable, Client's operating account (“Check Stock”). This Check Stock can be ordered through Online Banking or through an M&T branch.

3) Writing Checks.

(a) Client must fill in the following fields for each check Client wishes to generate and print through the Service:

- (i) Check Date: Client should use the date on which it issues the check;
- (ii) Check Number: Client must enter the check number that appears on the check selected by Client from its Check Stock for printing;
- (iii) Payee: Client must enter the name of the payee to whom the check is being issued;;
- (iv) Check Amount: Client must enter the USD check amount in numbers. This amount will automatically be shown in words below the payee field;
- (v) Check Memo: This field may be left blank;
- (vi) Client Matter: Client should assign the check to a Client Matter by selecting such Client Matter from the dropdown menu; and
- (vii) Additional Notes: This field may be left blank.

(b) After entering the required information in the above fields, Client will be provided with a preview of the check to be printed. Client must carefully review the previewed check for accuracy and make any necessary corrections.

4) Printing Checks.

- (a) Before printing a check, Client must confirm that it has selected the check from the Check Stock that bears the check number corresponding to the number Client entered in the Check Number field. Client must also ensure that it has properly loaded the check into its printer.
- (b) By selecting "Print," Client validates that the information entered to create a check through the Service is accurate in all respects. All checks created through the Service are deemed issued when printed.
- (c) After printing a check, Client will be asked to confirm within the Service whether the check printed successfully by selecting "Finish and Log Check," as discussed further in the "Registering the Check" Section below. If the check did not print successfully for any reason (e.g., printed information is not legible, information printed on wrong side of check), Client should not select "Finish and Log Check" and should edit the check within the Service to have a new check number (unless nothing printed on the initial check and that check can be used again) and re- print the check. Client should destroy any mis-printed check from the Check Stock and record such check as void in the Nota Check Register (if the check has been logged in such register).
- (d) M&T does not retain payee information or copies of checks printed through the Service, and it is the sole responsibility of Client to keep image records of checks printed through the Service in accordance with Law.

M&T Master Product Agreement for Nota

 **Equal Housing Lender.**

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