

LM 2/15/12
RAM.



TREASURY MANAGEMENT PRODUCT - CLIENT ELECTION FORM

DATE: 1/23/12

CLIENT INFORMATION

Client Name County of Dauphin
Address Front & Market Streets
City, State Zip Harnsburg, Pa 17101
TIN 23-6003043

Below is a recap of the Treasury Management service request you recently initiated. Please confirm all of the information and account numbers then sign on the line provided and return this client election form to me.

If you see any discrepancies, please advise me as soon as possible so we can resolve them and proceed to establish/modify your services. You will be notified when the services are ready for use.

If at any time you have questions, please contact Commercial Servicing at 1-800-724-2240. Thanks again for the opportunity to serve your Treasury Management banking needs.

MANUFACTURERS AND TRADERS TRUST COMPANY:
Traci Bradnick, AVP 4/6/12
Bank Officer Name and Title Date

ACCOUNT PARTICIPATION

Please record all accounts to which this client election applies:

Account Participation		
DDA Tracking Number	Account Name	Account Number
1	Concentration account	[REDACTED]
2	Investment account	[REDACTED]
3	Payroll account	[REDACTED]
4	A/P account	[REDACTED]
5	Payroll advance account	[REDACTED]
6	PA Licensing account	[REDACTED]
7		
8		

Additional accounts on attached sheet: (y/n) ADD ADDITIONAL ACCOUNTS AT THE END OF THIS FORM OR ATTACH A SEPARATE SPREADSHEET

M&T Bank Internal Use
Date Received _____
TMI Work Order #s _____

TM Client Election Form Rev: 05/11



PRODUCT/SERVICE INFORMATION RECAP

This Election Confirmation applies to the following Services (Terms and Conditions)

Terms & Conditions Documents

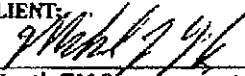
<input type="checkbox"/>	Account Reconciliation
<input type="checkbox"/>	ACH Services
<input type="checkbox"/>	ACH Reporting Service
<input type="checkbox"/>	ACH Monitor Fraud Prevention Service
<input type="checkbox"/>	ACH Monitor for Payment & File History Service
<input type="checkbox"/>	ACH Monitor for Direct Transmission
<input type="checkbox"/>	Cash Vault Services
<input type="checkbox"/>	Controlled Disbursement

<input type="checkbox"/>	Funds Transfer/Wire
<input type="checkbox"/>	Image Deposit Service
<input type="checkbox"/>	Lockbox Service
<input type="checkbox"/>	Positive Pay
<input type="checkbox"/>	remiONE (Electronic Tax Deposit)
<input type="checkbox"/>	Remote Check Deposit Service
<input type="checkbox"/>	Reverse Positive Pay Service
<input type="checkbox"/>	Zero Balance Account (ZBA)


Client Acknowledgement:

On behalf of the Client, I represent and agree that:

- (1) The information above is correct and accurately reflects the Services and set up requested by the Client,
- (2) The Client has received and agrees to the Product Terms & Conditions for each of the Services listed above,
- (3) The Client has chosen to use each of the Security Procedures associated with the delivery method(s) identified herein (if any) and agrees that they are commercially reasonable for its business in connection with the applicable Service,
- (4) If the Client has chosen wire transfer or ACH origination services, Client further agrees to be bound by any Payment Order (whether or not authorized) issued in Client's name and accepted by M&T in compliance with the Payment Order Security Procedures referenced in the Product Terms and Conditions for the Service, and
- (5) The Client will use the Services in accordance with the M&T Master Treasury Management Services Agreement.

CLIENT: 	Budget Director	<u>1/31/12</u>
Client's TM Signer as per the TM Resolution	Title	Date Signed

Optional Additional Signer (if required by TM Resolution):

CLIENT: 	Treasurer	<u>1/31/12</u>
Client's TM Signer as per the TM Resolution	Title	Date Signed

Product/Service Information SPECIFICS

For each new product selection, please also complete the specific product section below.

ACH (Automated Clearing House) New or Modifications and ACH Fraud Prevention New

Insert Tracking # of DDA(s) that apply in each box

<input type="checkbox"/> ACH Origination via Web Info* or Web InfoPLUS Security Procedures: # of Tokens _____	<input type="checkbox"/> ACH Returns/NOC (CAR) Report Delivery Selection: <input type="radio"/> Web InfoPLUS <input type="radio"/> Fax <input type="radio"/> Mail <input type="radio"/> Direct Transmission	<input type="checkbox"/> ACH Origination via Transmission Requests Enrolled via ACH Messages for Control Total reporting, unless as a 3 rd Party	<input type="checkbox"/> ACH Returns/NOC (CAR) Report Delivery Selection: <input type="radio"/> Web InfoPLUS <input type="radio"/> Fax <input type="radio"/> Mail <input type="radio"/> Direct Transmission
<input checked="" type="checkbox"/> ACH Debit Block 2, 5	<input checked="" type="checkbox"/> ACH Monitor Fraud Review & Approval 1, 4	<input type="checkbox"/> ACH Monitor Payment & File History	

*Web Info ACH Originators cannot receive their ACH Returns/NOC (CAR) Report via WebInfo. This information can only be provided to Web Info ACH Originators via Fax, Mail or Direct Transmission

3rd Party Processor (if applicable) _____
 (Only applies to ACH Origination clients using a 3rd Party Processor to create ACH payment files)

Check Image Services

Insert Tracking # of DDA(s) that apply in each box

<input type="checkbox"/> CD-ROM Image Service	Checks Deposited (Check here): <input type="checkbox"/> Paid Checks (Check here): <input type="checkbox"/>	<input type="checkbox"/> Image Transmission Service
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Information Reporting and Services

Insert Tracking # of DDA(s) that apply in each box

<input type="checkbox"/> Web InfoPLUS	<input type="checkbox"/> Web INFO	<input type="checkbox"/> Book Transfers through Web info or Web InfoPLUS	<input type="checkbox"/> BAI2 transmission
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Billing Account # _____

Remote Check Deposit (RCD)

<input type="checkbox"/> Remote Check Deposit (RCD) Insert DDA Tracking #s	<input type="checkbox"/> Check, if Scanner will be ordered by Client	<input type="checkbox"/> For scanner to be ordered by M&T (provide shipping address if different from above address) Ship to:
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RCD System Administrator Information:

Name: _____
 Administrator Mailing Address: _____
 Phone Number _____ Fax Number _____ E-mail Address _____
 (If different from above contact information)

ZBA

Insert Tracking # of DDA(s) that apply in each box

<input type="checkbox"/> ZBA	Master Account Number:	Children Account Numbers	<input type="checkbox"/> Target Balance on Children if not Zero
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Additional accounts on attached sheet: _____ (y/n)

Wire Services Insert Tracking #s of DDA(s) that apply in each box

<input type="checkbox"/> Web Info/ Web InfoPLUS Wire Initiation <input type="checkbox"/> Add New Service (List Account(s)) # of Tokens: _____ <input type="checkbox"/> Modify Wire Service (describe below) <input type="checkbox"/> Delete Existing Wire Service	<input type="checkbox"/> Secure Wire Telephone Initiation* <input type="checkbox"/> Add New Service (List Account(s)) <input type="checkbox"/> Modify Service (describe below) <input type="checkbox"/> Delete Service (List accounts to be deleted)	<input type="checkbox"/> Paper Mailed Advices <input type="checkbox"/> Add Account(s) <input type="checkbox"/> Modify Service (describe below) <input type="checkbox"/> Delete Service (List accounts to be deleted)	<input type="checkbox"/> Batch Wire Transmission Initiation <input type="checkbox"/> Add Account(s) <input type="checkbox"/> Modify Service (describe below) <input type="checkbox"/> Delete Service (List accounts to be deleted)
<input type="checkbox"/> Wire Payment Email Confirmations	<input type="checkbox"/> Automated Standing Wires	<input type="checkbox"/> Drawdown/Reverse Debit (Results in Outgoing Wire)	For Wire Payment Email Confirmations, Automated Standing Wires and Drawdown/Reverse Debit please also complete and sign setup forms.

* To designate or update your wire Security Contact(s) or SecureWire Telephone Transmitter(s) please complete the "Designation of Wire Security Contacts and Telephone Transmitters" section Included as a separate page of this form.

Account Reconciliation/Positive Pay Services

Insert Tracking # of DDA(s) that apply in each box

<input type="checkbox"/> Full Reconciliation	<input type="checkbox"/> Full Recon with Max Dollar	<input type="checkbox"/> Full Recon with State Date	<input type="checkbox"/> Deposit Reconciliation	<input type="checkbox"/> Positive Pay Default Decision: Return <input type="radio"/> Pay <input type="radio"/>
<input type="checkbox"/> Partial Reconciliation	<input type="checkbox"/> Partial Recon with Max Dollar	<input type="checkbox"/> Partial Recon with State Date	<input type="checkbox"/> Location Capture	<input checked="" type="checkbox"/> Payee Positive Pay Default Decision: Return <input checked="" type="radio"/> Pay <input type="radio"/> 3,4

Cash Vault Services

Insert Tracking # of DDA(s) that apply in each box

<input type="checkbox"/> Deposits Only	<input type="checkbox"/> Deposits & Change Orders	<input type="checkbox"/> Change Orders Only
<input type="checkbox"/> Image Processing	<input type="checkbox"/> Envelope Deposits	<input type="checkbox"/> Serialized Deposit Tickets

Image Deposit Cash Letter

Insert Tracking # of DDA(s) that apply in each box

<input type="checkbox"/> Image Deposit Cash Letter (Self)	<input type="checkbox"/> Third Party Image Deposit Cash Letter (Provide contact information)
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Bank of First Deposit Name: _____

Lockbox

Insert Tracking # of DDA(s) that apply in each box

<input type="checkbox"/> Wholesale	<input type="checkbox"/> Retail	<input type="checkbox"/> Business	<input type="checkbox"/> Tax	<input type="checkbox"/> Property Manager	<input type="checkbox"/> Medical	<input type="checkbox"/> Correspondent
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Please also attach completed and signed Lockbox Questionnaire

eStatements, Controlled Disbursement, Check Block, Remit One

Insert Tracking # of DDA(s) that apply in each box

<input checked="" type="checkbox"/> eStatements Commercial Checking 6	<input type="checkbox"/> eStatements Account Analysis	<input type="checkbox"/> eStatements Commercial Savings	Electronic Statements will be produced for all accounts unless specifically excluded. Tracking # of accounts to exclude: _____
<input type="checkbox"/> Remit One	<input checked="" type="checkbox"/> Check Block 2	<input type="checkbox"/> Controlled Disbursement	

ADDITIONAL DETAILS

Details related to any of the product selections above:

Please set up UPIC on concentration account # [REDACTED] (1)



Manufacturers and Traders Trust Company



TM RESOLUTION (CERTIFICATE OF TREASURY MANAGEMENT RESOLUTIONS)

County of Dauphin ("Client") Date: 1/23/12

I, Laura E. Evans, the duly appointed Secretary or other officer, partner, member, proprietor or representative of the Client being duly authorized to certify the approved actions of the Client, County of Dauphin, a corporation general partnership limited partnership limited liability company governmental entity or agency sole proprietorship (other) organized or operating under the laws of the State or Commonwealth of hereby certify that at a meeting of the Client's board of directors or other governing body (the "Board") duly called and held, or by unanimous written consent or other method provided by applicable law or governing document, the following resolutions were duly adopted and are now in full force and effect:

- 1. RESOLVED: That, from time to time, Client may obtain any Treasury Management services ("Services") from M&T Bank with respect to any of the Client's deposit accounts at M&T Bank or other accounts at M&T Bank over which Client has authority ("Accounts");
2. RESOLVED. That any officer, representative or agent of the Client designated below ("Client's TM Signer(s)") may enter into and deliver to M&T Bank, on behalf of Client for its own affairs or with respect to the affairs of any entity on behalf of which Client is authorized to act, any agreements (including but not limited to the M&T Master Treasury Management Services Agreement), instruments, and other documents which relate to the Services provided or to be provided by M&T Bank with respect to any Accounts;

Table with 4 columns: Name of Client's TM Signer, E-mail Address of Client's TM Signer, Telephone Number of Client's TM Signer, Specimen Signature of Client's TM Signer. Row 1: Michael Yohe, myohe@dauphinc.org, (717)780-6309, [Signature]

Optional Additional Signers:

Table with 4 columns: Name of Client's TM Signer, E-mail Address of Client's TM Signer, Telephone Number of Client's TM Signer, Specimen Signature of Client's TM Signer. Row 2: Janis Creason, jcreason@dauphinc.org, (717)780-6558, [Signature]

If more TM Signer blocks needed, please check the box here and attach additional sheet to this resolution. []

M&T Bank Internal Use

At/Neg []

Treasury Management Resolutions - 07/10 (Rev. 04/11)



- 3 RESOLVED: That, except as may be elected by the Client below, any one of Client's TM Signers is also authorized to: (a) give notices, certifications, directions, and instructions under any such agreement, instrument, or document, (b) to execute or otherwise approve any related documents, and (c) to delegate authority to any other person or entity to act on Client's behalf in any way with respect to any Services, Accounts or other accounts over which Client has authority, which persons and entities may or may not be signatories on one or more of the Accounts and may or may not have the ability to delegate authority to others. M&T Bank is not obligated to inquire into the circumstances or propriety of any such, notice, certification, direction, instruction or delegation,


OPTIONAL ELECTION FOR MULTIPLE TM SIGNERS. (This option is only for Clients who require two or more signers on each legal agreement and Client Election Form)

PLEASE CHECK THE BOX BELOW AND INDICATE THE APPROPRIATE NUMBER IF CLIENT WISHES TO REQUIRE MULTIPLE TM SIGNERS TO (1) EXECUTE LEGAL AGREEMENTS AND (2) SIGN CLIENT ELECTION FORMS:

Notwithstanding the above, at least ___ of Client's TM Signers listed above, must execute each legal agreement and Client Election Form governing the Services and Accounts.

- 4 RESOLVED: That M&T Bank be and hereby is authorized to rely on these TM Resolutions and the actual or purported signatures of any of Client's TM Signers until M&T Bank's relationship manager for the Accounts has actually received and had a reasonable time to act on written notice from the Client revoking these TM Resolutions or such authority;
5. RESOLVED: That Client hereby ratifies and confirms all. (a) actions taken, (b) notices, certifications, directions and instructions given, and (c) all agreements, instruments, and other documents entered into, which relate to the Services provided or to be provided by M&T Bank with respect to any Accounts, that were given, taken or entered into prior to the date hereof.
6. AND FURTHER RESOLVED. That Client shall defend, indemnify and hold harmless M&T Bank from and against all liabilities, costs, and expenses (including, but not limited to, attorneys' fees and disbursements) incurred by M&T Bank in connection with honoring, or refusing to honor, any signature, instruction, or action of any of Client's TM Signers.

IN WITNESS WHEREOF, I have executed this Certificate on behalf of the Client this 15 day of February, 2012

X 
Secretary or other authorized official of the Client



Manufacturers and Traders Trust Company



MULTIPLE CLIENT AUTHORIZATION AGREEMENT (Multiple Signer Version)

Primary Client Legal Name: County of Dauphin (See Section 9 below for Additional Client Names)
Address: Front & Market Streets, Harrisburg Pa 17101
Contact Name: Michael Yohe Title: Budget Director
Phone: 717-780-6309 Primary Client Tax ID # (TIN): 23-6003043

M&T Bank, Commercial Service Team, PO Box 4607, Buffalo, New York 14240 Phone: 800-724-2240

THIS MULTIPLE CLIENT AUTHORIZATION AGREEMENT ('Agreement') is made as of _____, 20____, by and between M&T Bank ('M&T'), the primary client identified above ('Primary Client') and each of the entities identified in Section 9 below as additional clients ('Additional Clients').

WHEREAS, Clients have requested that M&T perform certain treasury management and banking services for each Client and M&T has agreed to do so, subject to the terms of this Agreement.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, M&T and Clients agree as follows:

1. Service Agreements.

The treasury management and banking services to be performed by M&T (the 'Services') and the responsibilities of M&T and the Clients with respect to such services are described in one or more separate agreements, terms and conditions, forms and other documents, including master agreements for treasury or cash management services and electronic services (each a 'Service Agreement' and collectively the 'Service Agreements').

Each Client agrees:

- (a) To be bound by the terms of each Service Agreement with the same effect as if such Client had physically executed and delivered each Service Agreement, whether or not such Client uses any Service described therein;
(b) That each reference to a 'Client' in each Service Agreement shall mean and include each Client, jointly and severally;
(c) That copies of the Service Agreements will be provided to the Primary Client from time to time and may not be separately provided to each Additional Client but are binding upon all Clients to the same extent as if provided directly to each Client; and
(d) That, under this Agreement, only the Primary Client may bind all of the Clients; an Additional Client may not act on behalf of any other Client without a separate written authorization acceptable to M&T.

Each Service Agreement may be amended, restated or supplemented from time to time in accordance with its terms. To the extent that any Service Agreement requires notice to a Client, the making of such notice to the Primary Client shall satisfy such notice requirement with respect to each Client.

M&T may perform additional services for one or more Clients pursuant to this Agreement from time to time, and in such cases, the Primary Client will enter into additional service agreements or execute additional set-up or other similar documents or forms as requested by M&T, and each such service agreement, document or form will thereafter be a Service Agreement covered by this Agreement.

M&T Bank Internal Use

Alt/Ncg



TM Multiple Client - Multiple Signer - 1/1/10



2. Agency.

Each Client authorizes the Primary Client to act as its agent and attorney in fact in connection with any and all matters relating to this Agreement, the Services, each Service Agreement, and all bank accounts opened by M&T for each Client (collectively the "Accounts"). Without limiting the foregoing, each Client grants to the Primary Client the power and authority, as agent and attorney in fact for and on behalf of each Client, to:

- (a) Initiate wire transfers and make any other type of withdrawal from Accounts;
- (b) Originate ACH credit and debit entries;
- (c) Deposit funds into the Accounts by any means;
- (d) Make all elections and decisions with respect to the types of Services used and the manner in which the Services are rendered, including but not limited to designation of individuals (including without limitation an employee officer or agent of the Primary Client or any other Client) to serve as security contacts, security administrators, users, and in other capacities described within the Service Agreements;
- (e) Execute set-up forms for the Services;
- (f) Terminate Services and/or this Agreement and/or the Service Agreements in accordance with applicable terms;
- (g) Access information (including statements) relating to the Accounts;
- (h) Accept notice;
- (i) Agree to modifications and amendments to the Service Agreements, and
- (j) Commingle the funds of a Client with the funds of one or more other Clients, including through the use of M&T's zero balance account service, and, thereby, to authorize and permit each Client whose Account(s) is (are) linked with Accounts of one or more other Clients to access and use the funds belonging to such other Clients by means of transfers between Clients' Accounts as contemplated by M&T's zero balance account service or other applicable agreement.

M&T may conclusively rely on the Primary Client's authority as agent and attorney in fact for each Client in order to bind each Client in all matters relating to this Agreement, the Services, each Service Agreement, and the Accounts. Each Client agrees (i) to be bound by all such actions taken by the Primary Client on its behalf as if such Client had taken such action itself, and (ii) that all obligations incurred by the Primary Client on behalf of such Client shall be the enforceable obligations of such Client.

3. Access.

Each Client directs M&T to give the Primary Client access to the Services, the Accounts and all information related to each Client's interest in the Services and the Accounts. Each Client acknowledges and agrees that M&T shall have no liability or responsibility to notify such Client of any such access initiated by the Primary Client. Each Client recognizes that sharing access to the Services, the Accounts, and related information with the other Clients and permitting the security contact, security administrator and persons serving in other capacities to have such access to the Services and the Accounts, may subject each Client to a greater risk of unauthorized access, error, and fraud.

4. Payment Orders.

Without in any way limiting the provisions of Section 2, each Client appoints the Primary Client as its agent for the purpose of: (a) choosing the security procedures for the transmission of book transfers, wire transfers, and ACH entries ("Payment Orders"), and (b) appointing individuals with authority to (i) execute and approve Payment Orders, and (ii) further delegate such authority to others. Each Client: (a) acknowledges that the security procedures chosen by the Primary Client, as may be modified by agreements between M&T and the Primary Client, provide each Client with a commercially reasonable degree of protection in light of its particular needs and circumstances, and (b) agrees to be bound by any Payment Order, whether or not authorized, that has been accepted by M&T in compliance with the security procedures selected by the Primary Client. M&T shall not be responsible for the acts or omissions of any Client (including the Primary Client) or its agents, including, without limitation, the amount, accuracy, timeliness of transmittal, or due authorization of any Payment Order received on behalf of any Client.

5. Liability; Indemnification.

Each Client hereby agrees to release, defend (if M&T, in its sole discretion, elects to have such Client defend), and indemnify M&T against and hold it harmless from any and all (a) losses, liabilities, penalties (including tax penalties), assessments (including tax assessments), fines or expenses (including attorneys' fees and disbursements) incurred by M&T, and (b) any and all actions, claims, demands or suits made or brought by any person, becoming due, arising under, out of, as a result of, in connection with or related to this Agreement and/or M&T's reliance on the authority of the Primary Client as set forth herein. In no event shall M&T be liable for any consequential, special, punitive or indirect loss or damage, which any Client may incur or suffer in connection with this Agreement. The provisions of this Section 5 will survive termination of this Agreement and of all Service Agreements.

6. Representations, Warranties, and Covenants.

Each Client represents and warrants to M&T that:

- (a) each Additional Client either (i) is an Affiliate of the Primary Client, or (ii) has its treasury management and banking affairs managed by the Primary Client;
- (b) the Primary Client has all necessary power and authority to act for and on behalf of each Client in connection with the Service Agreements, the Services, and the Accounts and that all necessary action was taken by each Client's governing body to provide the Primary Client with all necessary power and authority to act on behalf of each Client as contemplated by this Agreement;
- (c) the execution and delivery of this Agreement has been authorized by all necessary corporate and governmental action and does not violate any provision of law applicable to such Client, or any provision of such Client's organizational documentation or any other agreement binding upon such Client; and
- (d) the person executing and delivering this Agreement for and on behalf of the Client is duly authorized to do so and is an authorized signer ("Authorized Signer") for all of that Client's Accounts and is authorized to enter into this Agreement and all Service Agreements on behalf of each Client.

Each Client agrees that M&T's reliance and actions taken based on the foregoing representations and warranties do not constitute negligence or willful misconduct and that M&T will not be liable and such Client shall not sue or otherwise make claims against M&T for or on account of any claim for damages arising out of or relating to M&T allowing the arrangements contemplated by this Agreement, including any fraudulent activity or instructions resulting therefrom or relating thereto.

7. Addition or Removal of Clients/Termination.

The parties contemplate that additional entities may become Additional Clients under this Agreement from time to time. To add additional entities, the Primary Client and the new entity (or entities) will complete and execute a New Client Form in substantially the form of Exhibit 1. Upon acceptance by M&T of a completed New Client Form, each new entity listed therein shall become an Additional Client hereunder.

An Additional Client may be removed from coverage under this Agreement as follows.

- (a) Either the Additional Client that is to be removed or the Primary Client may provide written notice to M&T identifying the Additional Client and specifically requesting that such Additional Client be removed from coverage under this Agreement; or
- (b) M&T may provide written notice to the Primary Client that the Additional Client will be removed from coverage under this Agreement.

This Agreement may be terminated as follows:

- (a) If the Primary Client notifies M&T in writing that it will no longer serve as Primary Client or wishes to terminate this Agreement, the Agreement and the Services shall be terminated;
- (b) If all of the Additional Clients notify M&T in writing that they wish to remove the Primary Client or terminate this Agreement, then the Agreement and the Services shall be terminated; or
- (c) M&T may terminate this Agreement and the Services upon written notice to the Primary Client.

Removal of an Additional Client or termination of this Agreement and the Services upon notice from the Primary Client or one or all of the Additional Clients shall be effective when M&T has had a reasonable time to act on such notice. Removal of an Additional Client or termination of this Agreement and the Services upon notice by M&T shall be effective on the date indicated in M&T's notice.

8. Miscellaneous.

Each schedule and exhibit to this Agreement is incorporated in and made part of this Agreement by this reference. To the extent there is a conflict between the terms of this Agreement and the terms of any Service Agreements, the terms of this Agreement shall control in connection with matters that specifically relate to the subject matter of this Agreement. This Agreement constitutes the complete and exclusive expression of the terms of the agreement between the parties, and supersedes all prior or contemporaneous communications between the parties relating to the subject matter of this Agreement. This Agreement may not in any way be explained or supplemented by a prior or existing course of dealings between the parties or by any other prior performance between the parties pursuant to this Agreement or otherwise. No amendment to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of M&T and the Primary Client. Any amendment to this Agreement need not be executed by any Client (other than the Primary Client) in order to be effective amongst M&T and the Clients. This Agreement shall be binding upon and inure to the benefit of the Clients and M&T and their respective successors and assigns, except that the Clients shall not have the right to assign their respective rights hereunder or any interest herein without M&T's prior written consent. This Agreement shall be governed by and interpreted in accordance with the law of the State of New York, without regard to its principles of conflicts of law. M&T and the Clients hereby irrevocably agree that any dispute or matter regarding any Service or any Service Agreement shall be subject to the venue, notice of suspected error provisions and the dispute resolution provisions in M&T's commercial deposit account documentation, as amended from time to time. Nothing in this Agreement shall constitute or be construed as constituting a waiver by M&T of any cause of action or right of set off for

recovery under any applicable law. If any term or provision of this Agreement is declared invalid, illegal or unenforceable by any court of competent jurisdiction, the validity, legality or enforceability of the remaining provisions of this Agreement shall in no way be affected or impaired thereby. **M&T AND THE CLIENTS SPECIFICALLY WAIVE THE RIGHT TO TRIAL BY JURY IN RESOLVING ANY CLAIM OR COUNTERCLAIM ARISING FROM, OR IN CONNECTION WITH, THIS AGREEMENT AND THE SERVICES HEREIN DESCRIBED.**

8. Identification of Clients.

Each entity identified below is a Client for purposes of this Agreement and jointly and severally agrees to the terms of the Agreement.

DIRECTIONS FOR COMPLETING SECTION 9: Group all Clients that have a common Authorized Signer together and complete the information below for each group of Clients you have identified. Include the Primary Client in Group A.

FOR EXAMPLE, assume that Mr. X is an authorized signer on accounts for the Primary Client and companies 1 and 2, and Ms. Z is an authorized signer on accounts for companies 3, 4, and 5. Complete part A with information on Mr. X, the Primary Client and companies 1 and 2. Complete part B with information on Ms. Z and companies 3, 4 and 5. Use as many groups of Clients as necessary.

NOTE: If there is ONE person who is an Authorized Signer for ALL OF THE CLIENTS, use the COMMON SIGNER VERSION OF THIS AGREEMENT.

A. Michael Yohe _____ represents and warrants that he or she is an authorized signer ("Authorized Signer") for all of the accounts with M&T in the name of each Client indicated below in Group A, including the Primary Client and is authorized to enter into this Agreement on behalf of each such Client.

Group A.

Client Name	Address	TIN	Authorized Signer's Title
County of Dauphin	Front & Market Streets, Harrisburg Pa 17101	23-6003043	Budget Director

B. Janis Creason _____ represents and warrants that he or she is an authorized signer ("Authorized Signer") for all of the accounts with M&T in the name of each Client indicated below in Group B and is authorized to enter into this Agreement on behalf of each such Client.

Group B.

Client Name	Address	TIN	Authorized Signer's Title
Dauphin County Treasurer	101 Market Street, Room 108, Harrisburg Pa 17101	23-6003043	Treasurer

C. _____ represents and warrants that he or she is an authorized signer ("Authorized Signer") for all of the accounts with M&T in the name of each Client indicated below in Group C and is authorized to enter into this Agreement on behalf of each such Client.

Group C.

Client Name	Address	TIN	Authorized Signer's Title

D. _____ represents and warrants that he or she is an authorized signer ("Authorized Signer") for all of the accounts with M&T in the name of each Client indicated below in Group D and is authorized to enter into this Agreement on behalf of each such Client.

Group D.

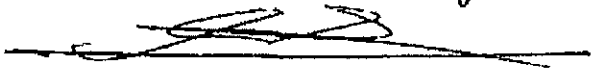
Client Name	Address	TIN	Authorized Signer's Title

E. _____ represents and warrants that he or she is an authorized signer ("Authorized Signer") for all of the accounts with M&T in the name of each Client indicated below in Group E and is authorized to enter into this Agreement on behalf of each such Client.

Group E.

Client Name	Address	TIN	Authorized Signer's Title

IN WITNESS WHEREOF, each of the parties hereto has executed and delivered this Agreement as of the day and year first written above. M&T and each Client has agreed to entered into this Agreement on this 15 day of February, 2012.



PRIMARY CLIENT AND EACH OTHER CLIENT IN GROUP A:
Michael Yohe
Authorized Signature Michael Yohe, Budget Director
Printed Name and Title
Date: 1/31/12

EACH CLIENT IN GROUP B:
Dauphin County Treasurer
Client Name
Janis Creason
Authorized Signature Janis Creason, Treasurer
Printed Name and Title
Date: 1/31/12

EACH CLIENT IN GROUP C:
Client Name _____
Authorized Signature _____ Printed Name and Title _____
Date: _____

EACH CLIENT IN GROUP D:
Client Name _____
Authorized Signature _____ Printed Name and Title _____
Date: _____

EACH CLIENT IN GROUP E:
Client Name _____
Authorized Signature _____ Printed Name and Title _____
Date: _____

MAT BANK:
Traci A. Bradnick
Bank Officer Signature Traci A. Bradnick, AVP
Printed Name and Title
Date: 4/6/12



M&T Master
Treasury
Management
Services
Agreement



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M&T MASTER TREASURY MANAGEMENT SERVICES AGREEMENT

This M&T Master Treasury Management Services Agreement ("Master Agreement") is between Manufacturers and Traders Trust Company, a New York State chartered bank having offices at One M&T Plaza, Buffalo, New York 14203-2399 ("M&T") and County of Dauphin having its principal offices at Front & Market Streets, Harrisburg, Pa 17101 (the "Client").

M&T will provide, from time to time, various Treasury Management Services offered by M&T to its commercial clients ("Services"). The Client will select from among the Treasury Management Services offered. M&T has agreed to provide the Services in accordance with the terms of this Master Agreement.

This Master Agreement consists of and incorporates by reference the terms contained on the following pages, as well as:

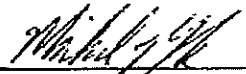
- (i) Client Election Forms;
- (ii) Product Terms and Conditions;
- (iii) User Guides;
- (iv) Service Fees;
- (v) TM Resolutions (Certificate of Treasury Management Resolutions);
- (vi) M&T Commercial Deposit Account Agreement; and, if applicable
- (vii) Multiple Client Authorization Agreement.

By signing below, the Client agrees to be bound by the terms of this Master Agreement and represents and warrants to M&T that (i) the Client has read this Master Agreement, (ii) the person signing below has been duly authorized to sign on behalf of and bind the Client, and (iii) upon signing, this Master Agreement will constitute a binding obligation of the Client enforceable against it in accordance with its terms.

This Agreement is effective the _____ day of _____, 20_____.

Agreed and Accepted By:

CLIENT:

X 
Authorized Signature

Michael Yohe, Budget Director

Printed Name and Title

Date: _____

M&T:

Authorized Signature

Traci Bradnick, AVP

Printed Name and Title

Date: _____

Address for Notices to Client:

Company Name: County of Dauphin
Street Address: Front & Market Streets
City, State, Zip Code: Harrisburg, Pa 17101
Attn: Michael Yohe
E-mail: myohe@dauphinc.org
Telephone number: (717)780-6309

The Client has asked M&T to provide the Services and M&T has agreed to do so as provided in this document and all of the other documents that comprise the Master Agreement.

1. Definitions

The following words have the meanings indicated below when used in the Master Agreement. Additional capitalized words have the meanings associated with them elsewhere in the Master Agreement. As used in this Master Agreement, the singular includes the plural.

- a) "Account" means any account or accounts which the Client has opened with M&T (or over which Client has authority) with respect to which Services will be performed.
- b) "ACH" means the Automated Clearing House, which is the central clearing facility, operated by a Federal Reserve Bank or a private organization such as Electronic Payment Network which is a member of the National Automated Clearing House Association ("NACHA") that receives and distributes entries and performs settlement functions for financial institutions. The ACH Rules published by NACHA are incorporated into the Master Agreement.
- c) "Affiliate" means, with respect to any party to the Master Agreement, any entity which, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or common control with such party. "Control" means the power to direct the management of the affairs of the entity; and "ownership" means the beneficial ownership of a majority of the voting rights of the entity.
- d) "Authorized Representative" means any individual or entity that has been designated by Client or its Service to act on behalf of Client in some capacity with respect to the Services. Authorized Representatives include but are not limited to, the Client's TM Signers, System Administrators, signers on Accounts, Services, Service Representatives and individuals responsible for routine matters relating to Services and Accounts.
- e) "Business Day" means Monday through Friday but excluding federal holidays and other days that M&T is legally permitted to be closed.
- f) "Client Election Forms" means the elections and implementation instructions with respect to the Services signed or agreed upon by the Client, on paper or electronically (as the parties may agree), as may be amended, changed and supplemented from time to time.
- g) "Commercial Deposit Account Agreement" means the agreement that establishes the basic terms and conditions applicable to M&T commercial deposit accounts, as it may be amended from time to time.
- h) "Laws" means applicable foreign, federal, state and local laws, regulations, rules and policies of applicable payment, card or other associations used in connection with the Services as well as rules, guidelines and policies, including, without limiting the preceding, all criminal statutes, the Uniform Commercial Code, the Bank Secrecy Act, the US Patriot Act, the ACH Rules, the Unlawful Internet Gambling Enforcement Act, the federal anti-money laundering statutes and any laws or regulations that are enforced or administered by the Office of Foreign Assets Control, applicable international treaties and conventions, and letters or guidelines issued by regulatory authorities. In the event of a conflict between any provisions of the Master Agreement and any Law, the Master Agreement will vary the Law to the extent legally permitted.
- i) "Losses" means all losses, costs, damages, liabilities, claims, expenses (including reasonable legal fees and expenses), judgments and fines of any nature whatsoever.
- j) "Multiple Client Authorization Agreement" means that agreement that may be signed by a group of entities in order to authorize one of the entities (identified as the primary entity) to act for the entire group with respect to any and all Services.
- k) "Payment Order" means an electronic funds transfer made through a wire transfer or ACH network.
- l) "Payment Order Security Procedures" means Security Procedures agreed upon by the Client and M&T and used to verify the authenticity of a Payment Order as purportedly that of the Client.
- m) "Product Terms and Conditions" means, with respect to a Service, a document describing the Service and the terms

and conditions on which that Service is provided to the Client in addition to the terms and conditions provided in this Master Agreement.

- n) "Reasonable Time to Act" means a commercially reasonable time for a party to act, but not less than two Business Days from the Business Day of receipt of the applicable information.
- o) "Security Procedures" means the procedures made available by M&T from time to time for the purpose of (i) verifying that an instruction or communication of any kind is actually that of the Client or (ii) encrypting or otherwise helping to restrict access to information, the Accounts, or the Services, which may include passwords, codes, check stock, token devices, encryption or such other devices, tools or procedures as M&T may implement or make available from time to time.
- p) "Service Fees" means those service charges and fees applicable to the Client's Accounts and Services under the Master Agreement.
- q) "System Administrator" means the individual whom the Client (or another individual authorized by the Client) identified in a form or in an electronic format designated by M&T, as having responsibility for acting on Client's behalf with respect to certain Services, systems or channels, including authorizing or limiting access by Authorized Representatives to the Accounts, the Services, the Web Site and other channels for the purposes indicated by the Client.
- r) "TM Signer" means each individual designated by the Client on a TM Resolution (Certificate of Treasury Management Resolutions) as the Client's "TM Signer."
- s) "User Guides" means the information and documents provided to the Client by M&T or on behalf of M&T that establishes the guidelines, rules, regulations, protocols, procedures, computer help screens, terms and conditions to be utilized by M&T and the Client with respect to the Services, Security Procedures and information transmission for the Services, as they may be amended, supplemented or replaced from time to time.
- t) "Web Site" means the locations on the World Wide Web where M&T makes available any aspect of the Services.
- u) "Written" or "Writing" includes e-mail and facsimile communications and communications through other electronic means as M&T may agree to use or accept unless the context requires another interpretation.

2. Consent to Electronic Delivery of Information

(a) The Client agrees that statements, reports and other information about the Services or the Accounts and all or any part of the Master Agreement, may be provided electronically or in paper form, at M&T's discretion. In addition, the Client acknowledges and agrees that M&T may choose to notify the Client electronically of changes or amendments to the Master Agreement, including all processes, procedures or Product Terms and Conditions or User Guides applicable to the Services. The Client agrees to provide M&T with an appropriate e-mail address for receipt of notices and to notify M&T promptly of any changes to that e-mail address.

(b) The Client recognizes and agrees that there may be circumstances under which e-mail transmissions will not be completed. Those circumstances may include, but not be limited to, quarantines, misrouting by intermediate processors or internet service provider failures. The Client acknowledges that, except for its gross negligence, M&T will not have any liability or responsibility whatsoever, for losses that may result from the failure of an e-mail transmission. M&T may transmit Account information through e-mail as a convenience to the Client; however, the Client acknowledges that it will still be necessary to regularly log onto the Services that it uses in order to obtain information on its Account and to fulfill its obligations with respect to its Account.

3. Services

(a) M&T will complete Client Election Forms reflecting the Client's elections and instructions for each Service used from time to time. The Client will review or complete each Client Election Form and indicate its acceptance in a manner approved by M&T. Client Election Forms may be amended in the same way that they are created. The Client agrees that it will use the Services only for the lawful operation of the business that the Client has advised M&T that it conducts and in compliance with the Master Agreement, including each applicable User Guide. The Client further agrees that it will not use the Services for any personal, family or household purposes, except as expressly authorized by M&T in writing. In addition, the Client agrees that it will not use the Services for or on behalf of any third parties without the prior written consent of M&T.

(b) Each Client Election Form will be effective upon:

- (i) M&T's acceptance of a Client Election Form signed or acknowledged by the Client, and
- (ii) M&T having had a Reasonable Time to Act to implement the Service.

(c) For certain Services, M&T may offer the Client information reporting and the ability to initiate transactions through various electronic methods. These electronic methods may include:

- (i) The Web Site;
- (ii) Direct transmission by either party to the other using a file transfer protocol approved by M&T;
- (iii) M&T delivering mutually approved media such as CD-ROMs to Client;
- (iv) Secure data transmissions; and
- (v) Telephonic means.

4. Fees and Expenses; Taxes

(a) The Client agrees to pay all Service Fees and expenses associated with any Service used, regardless of whether the Client has received a schedule identifying them.

(b) Unless the parties agree otherwise, the Client authorizes M&T to automatically debit its Account, without prior notice, in the amount of all Service Fees and all other fees, expenses and other amounts that are owed to M&T for any reason, including overdrafts on an Account.

(c) The Client agrees to maintain available balances in the Account at all times sufficient to pay all Service Fees and expenses debited to the Account.

(d) If the Client is eligible for earnings credits on balances in one or more of its Accounts, M&T will conduct a monthly analysis of the Client's eligible Accounts to determine whether the collected balances in the Accounts are sufficient to compensate for all of the Service Fees for that month. If the earnings credits on the Accounts are insufficient to offset all of the Service Fees accrued in any given month, M&T will automatically debit Client's Accounts for any shortfall between the earnings credit and the Service Fees due for that month.

(e) The Client agrees that it is liable for and will pay all taxes applicable to the Services other than such taxes as may be assessed against M&T for performing its obligations under the Master Agreement.

5. Notices; Communication

(a) All notices, demands, claims, consents, approvals, waivers and other communications required or permitted under the Master Agreement or in connection with Accounts or Services (collectively "Notices") must be in writing unless the Master Agreement provides otherwise. Notices will be addressed to the addresses set forth in this document, provided however, that some Services may have an address for Notice that differs from that identified herein. Generally, Notices to M&T should be sent to: M&T Bank, Commercial Service Team, PO Box 4607, Buffalo, New York 14240; however, the Client should consult the applicable current Product Terms and Conditions or User Guide for the correct M&T address for Notice for each particular Service. Each party may rely upon the other party's current mailing or e-mail address for Notice until a written notification of change is received and the receiving party has had a Reasonable Time to Act to amend its records accordingly. It is the Client's responsibility to provide M&T, in writing, with any changes to its contact information, including without limitation, its facsimile number or e-mail address, in a timely manner so as to afford M&T a Reasonable Time to Act to implement the changes.

Unless otherwise specified in the Master Agreement, Notices may be given by personal delivery, First Class U.S. Mail, electronically or delivery by a nationally recognized courier service. Any Notice is deemed given:

(i) On the day of delivery if personally delivered or delivered by a courier service on a Business Day before 5:00pm local time in the place of delivery, and if otherwise so delivered, on the next Business Day;

(ii) If mailed by First Class U.S. Mail to M&T, on the Business Day M&T actually receives the Notice;

(iii) If mailed by First Class U.S. Mail to Client, on the Business Day immediately following the day on which M&T mails it;

(iv) If delivered by electronic mail to M&T, on the Business Day the Client receives confirmation of receipt by return electronic mail from M&T, if the confirmation is received by 5:00 pm local time at the place of delivery or receipt, and otherwise, on the next Business Day; or

(v) If delivered by electronic mail to the Client, on the day that M&T sends the electronic mail message.

Except as otherwise expressly provided in this Master Agreement, M&T is not required to act upon any Notice received from any party or to provide any Notice or advice to the Client or any other person.

(b) In the event that the parties agree that Notice may be given orally for a specific aspect of a Service or with respect to a particular matter arising under the Master Agreement, this oral Notice must be confirmed in writing subject to the provisions in Section 5(a) above. Client agrees that there is risk in acting on oral Notice and that M&T's records of the oral Notice controls.

(c) M&T will have a Reasonable Time to Act upon any Notices, instructions or forms it receives under the Master Agreement.

6. Authorized Representative/System Administrators

(a) The Client represents and warrants that each Authorized Representative has been properly authorized to give instructions orally and in writing to M&T and to deal in all ways with respect to the Accounts and the Services in accordance with such Authorized Representative's designation. Designations of Authorized Representatives, and removals or changes in such designations, must be made in a manner and form acceptable to M&T.

(b) If required in connection with one or more of the Services or Service delivery channels utilized by the Client, the Client will appoint one or more individuals as its System Administrator or System Administrators. Unless otherwise specified for a particular Service or open available for a Service, each of the Client's System Administrators is authorized to appoint other Authorized Representatives through the Web Site or other applicable channels or in writing. These Authorized Representatives may have all or a portion of the authority of the System Administrator who appointed them. The Client may, at any time, remove an existing System Administrator or designate a new or an additional System Administrator by completing and providing to M&T a new System Administrator Form or other document or notice acceptable to M&T. The Client represents that each of its System Administrators is authorized (with sufficient legal corporate, partnership, limited liability company or other entity authority, as the case may be) to:

(i) Perform the duties of the System Administrator described in the Master Agreement; and

(ii) Delegate the duties of the System Administrator to others.

(c) M&T will direct all updates of software, procedures or policies relating to the use of the Services to the mail or e-mail address of the Client or a System Administrator or other Authorized Representative of Client. The Client's System Administrators will, among other things, administer and maintain the other Authorized Representatives' access to and use of the Accounts and Services through the Web Site and other applicable channels, including by systematically authorizing and/or restricting Authorized Representatives' access to information and transactional capabilities relating to the Accounts and Services. System Administrators may also be able to reset passwords for themselves and for other Authorized Representatives. M&T recommends that the System Administrators establish transaction initiation capabilities to require multiple levels of authorization (e.g., one Authorized Representative may initiate a transaction and another Authorized Representative must approve the transaction). M&T also recommends that the Client use any audit feature M&T makes available on the Web Site or with respect to a Service to ensure that System Administrators and all other Authorized Representatives are acting in accordance with the Client's internal control policies and procedures. The Client agrees to implement sound control policies and procedures to avoid fraud and the unauthorized access of information, including, without limitation, fraud perpetrated by System Administrators by means of setting up fictitious Authorized Representatives. The Client agrees that, if the System Administrator systematically grants an individual access to information, or the systemic ability to initiate, input and/or approve transactions, that individual will be identified as an Authorized Representative and M&T may conclusively rely on that grant of access in concluding that individual has sufficient legal authority to have access to information and/or ability to initiate, input and/or approve transactions, and the fact that any Authorized Representative may not be named on the signature card as an authorized signer for any of the Accounts will not affect the authority of that Authorized Representative to have access to information or to initiate, input and/or approve transactions.

7. Security Procedures

(a) Many Services and delivery channels involve the use of Security Procedures. The Client acknowledges that the Security Procedures for each Service it uses are commercially reasonable for the nature of its business and the nature and volume of its transactions and its files, internal procedures and systems. The Client agrees to implement, use and follow applicable Security Procedures.

(b) To prevent the unauthorized use of or access to the Accounts and the Services, the Client agrees, and will cause each Authorized Representative to agree, to restrict and guard access to:

- (i) All aspects of Security Procedures.
- (ii) All User Guides.
- (iii) All information transmitted, made available or delivered to the Client by M&T by any means or by the Client to M&T, and
- (iv) All information downloaded or accessed by the Client.

(c) The Client will notify M&T immediately upon learning of any compromise (or suspected compromise) of security of any kind relating to any Security Procedures, Account, Service, Web Site, direct transmission, or media delivered by M&T or the Client to the other

party. Although M&T may make specific security recommendations within the Master Agreement, and M&T may otherwise make recommendations to the Client regarding security with respect to the Services, the Client agrees that M&T does not guarantee the inviolability of any particular Security Procedure, and has no obligation to make any security recommendations or to further instruct Client regarding security or the manner in which Client is to use the Services, however accessed, within Client's business.

(d) The Client acknowledges and agrees that Payment Order Security Procedures are intended to confirm the authenticity of Payment Order Instructions purportedly provided to M&T from the Client and not to detect errors in those instructions. M&T has the absolute right to rely upon any instruction received using a Payment Order Security Procedure selected by the Client. The Client specifically acknowledges that the Payment Order Security Procedures that it chooses are commercially reasonable for the nature of its business, the nature and volume of its transactions and its files, internal procedures and systems.

(e) M&T assumes no liability whatsoever for detecting errors in instructions regardless of whether the Client believes that the errors were apparent. In addition, M&T assumes no responsibility for determining whether a Security Procedure has been breached by the Client's employees or a third party. If M&T learns of a breach of a Security Procedure relating to the Client's Accounts or Services, whether through unauthorized use or disclosure, or any other security breach by employees of the Client or a third party engaged by the Client, M&T will use commercially reasonable efforts to notify the Client. The Client will be solely responsible for any losses resulting from any unauthorized transaction made using a Security Procedure regardless of the identity of the party who made the transaction.

(f) M&T reserves the right to change the Security Procedures it makes available at any time. M&T will notify the Client of changes to Security Procedures impacting Client's obligations or procedures.

8. Use of Services, Client's Servicer

If Client designates a third party (a "Servicer") to use one of the Services on the Client's behalf, all of the following terms apply:

(a) The Client will notify M&T of Client's Authorized Representative at the Servicer (the "Servicer Representative") to whom M&T is to provide all components of, and information relating to, the Security Procedures associated with the Service so that the Servicer may access and use the Services on behalf of the Client.

(b) The Client authorizes the Servicer Representative to designate individuals, including one or more System Administrators, to have access to the Client's information and Accounts, and to have authority to initiate and transmit instructions to M&T on behalf of the Client. Servicer Representative may make such designations using any method of designation acceptable to M&T.

(c) If the Servicer uses the Services to initiate Payment Orders or perform other services for other M&T customers, the Client agrees that

its Server may use the same Security Procedures for the Client and other M&T customers ("Common Use"). The Client acknowledges that Common Use may create an increased security risk for Client's information and Client assumes all risk resulting from such Common Use. It is the Client's responsibility to ascertain whether the Server engages in Common Use and to establish policies and procedures with the Server to mitigate the associated risk.

(d) The Client assumes all responsibility for being and keeping informed of its Server's actions with regard to the Services and all other circumstances that may have a bearing upon the risk of authorizing another party to access information and initiate and transmit instructions on the Client's behalf. M&T has no duty to advise the Client of information that may be known to M&T regarding such circumstances or risks.

9. Licensing of Technology

The Client agrees to use, and warrants that its Servers will use, the Services and any software, programs, applets, scripts, macros, related technology ideas and know-how owned or licensed by M&T and used in connection with the Services at any time, including all modifications, updates, new releases and replacements (the "Technology") in accordance with the Master Agreement and solely for Client's own internal business purposes. The Technology is subject to the confidentiality provisions of the Master Agreement and there is no transfer of title to, or ownership of, the Technology.

10. Recording of Calls

The Client acknowledges and consents to the recording by M&T of transmissions by, or telephone conversations with, the Client, Authorized Representatives, and all other employees and agents of the Client, including any Server, regarding the Master Agreement, the Services or the Accounts. The Client agrees that M&T may retain the recordings by any reasonable means. However, unless included as part of particular Security Procedures, neither the Client, its Authorized Representatives, nor M&T has an obligation to record any telephone conversations or data transmissions or to retain for any period of time any telephone conversations or data transmissions that may have been recorded. M&T will not be liable to the Client if it does not record or retain a record of a transmission or conversation regarding the Master Agreement, the Services or the Accounts.

11. Information, Reports, Receipts and Images

(a) Certain Services include statements, reports and other information relating to the Accounts and the Services that M&T makes available, from time to time. Any information reported prior to final posting or settlement is subject to correction in case of error. Various types of information and reports provided electronically are current as of different dates and times (e.g., they may be reported in real-time, may be updated periodically throughout the day or have prior day status). The Client agrees that it will be commercially reasonable in determining when information and reports were last made current. M&T will not be responsible for any losses the Client may suffer as a result of the Client's misinterpretation of how current information may be. Information regarding balances of any credit facilities that the Client may have with M&T may not include any applicable pre-payment premiums or other costs, expenses or fees, which may be due and owing to M&T under any applicable loan documents.

(b) Certain Services may involve transmission of files or information between M&T and the Client. M&T has no obligation to confirm receipt of (or failure to receive) any file or information unless M&T specifically agrees otherwise. Regardless of whether M&T has agreed to confirm receipt, if the Client expects to receive, but does not receive, any confirmation, the Client must communicate with M&T directly to verify whether or not M&T actually received the file or information.

(c) In connection with certain Services, M&T may endeavor to capture images of items deposited into or presented for payment from the Accounts, remittances or other documents; however, M&T will not in any way be liable for its failure to do so. The Client agrees to verify the readability, clarity and quality of all information and images made available to the Client by M&T, including without limitation, electronic images. The Client will notify M&T within forty eight (48) hours of M&T delivering or making information or images available, if the quality of the information is insufficient and it is requesting replacement of the information or image provided.

12. Client's Payment Order Obligations

The Client's instructions to M&T to initiate Payment Orders must include all information M&T may request in the User Guides, Product Terms and Conditions or other forms or systems for the applicable Service. In executing Payment Orders, M&T and other banks are entitled to rely exclusively on the bank and beneficiary account numbers provided in the Payment Order, and are not required to reconcile or match bank and beneficiary account numbers with bank or beneficiary names. Accordingly, M&T is not obligated to verify these numbers, nor will M&T be liable to the Client if a Payment Order is made to the incorrect recipient due to an error in these numbers. This is true even if the Client's instruction contained the correct name of the intended bank and recipient. The Client will be liable to pay the amount that M&T transferred to the account number provided by the Client, regardless of whether the number matched the account number of the Client's intended recipient. In addition, the Client agrees that it will reimburse M&T for any losses incurred by M&T in relying upon the Client's instructions.

13. M&T's Payment Order Obligations

(a) M&T will execute the Client's Payment Order instructions using the payment network that M&T determines to be most appropriate in each instance.

(b) M&T has no obligation to execute a Payment Order instruction.

- (i) Against unavailable or insufficient funds in the Account,
- (ii) Which M&T is not able to authenticate to its satisfaction,
- (iii) Which is incomplete or incorrect,
- (iv) Which M&T believes would constitute a violation of any applicable agreement, ACH Rule, law, court order or governmental policy,
- (v) If M&T suspects fraud or illegal activity,
- (vi) Which does not conform to M&T's format requirements or
- (vii) If M&T believes that the payment instruction is likely to put it at risk of loss.

Once a payment instruction is sent to an intermediary bank or other third party (e.g., an ACH operator), M&T no longer has any control over the funds. It is the responsibility of the paying bank to transmit the funds to the account number indicated in the Client's Payment Order instructions and M&T will not be liable to the Client if the funds are lost or not received by the intended recipient.

(c) If M&T receives the Client's Payment Order instruction after its applicable cut-off time or on a day that is not a Business Day, it will treat the Client's instruction as having been received on the next Business Day.

(d) If the Client cancels or changes Payment Order instructions after giving them to M&T, M&T will not be obligated to the Client to comply with such cancellation or change in the instruction unless M&T has a reasonable time to act upon it. If M&T does not have a reasonable time to act on such cancellation or change in instruction, the Client will be liable to M&T for the amount of the Payment Order made in reliance upon the instruction that was in effect at the time that M&T made the transfer, and the Client agrees to reimburse M&T for any losses incurred in relying upon the Client's instructions.

(e) Incoming funds transfers via wire or ACH will be credited to the appropriate Account no later than the Business Day on which M&T receives settlement of the transaction in accordance with the terms of the respective service. Unless M&T specifically agrees otherwise, M&T will not provide the Client with written confirmation of receipt of funds transfers.

14. Financial Information

The Client authorizes M&T to make inquiries, from time to time, of credit reporting agencies and other sources of commercial credit information regarding the Client's financial status and banking history. The Client agrees to provide M&T with the information pertaining to the Client's financial status and further authorization as M&T may reasonably request from time to time to enable M&T to obtain this information.

15. Third Party Checks

The Client represents and warrants that it has good and clear title to each check deposited to the Account(s), including those that are payable to a party other than the Client ("Third Party Checks"). The Client agrees that it will be liable to M&T for all losses that M&T may incur arising out of or related to Third Party Checks.

16. Right of Set off

M&T has the right to set off against any Account or property of the Client or of any of the Client's Affiliates or guarantors held by M&T now or in the future, to apply against amounts owing to M&T by the Client for Services performed under the Master Agreement or for amounts owing to M&T by the Client or any of its Affiliates under any other agreement with M&T. M&T may exercise its right of setoff without demand upon or notice to the Client and the setoff will be considered to have been exercised immediately upon any default by the Client

without any action by M&T; M&T may enter the setoff on its books and records at a later time.

17. Overdraft Loan

In any instance in which M&T, in its sole discretion, processes a transaction as part of a Service, including a sweep or a wire transfer, from an Account in which the Client has insufficient available funds to pay the amount of the transaction, an overdraft loan ("Overdraft Loan") will be created. Each Overdraft Loan will be subject to the provisions of the Commercial Deposit Account Agreement applicable to overdrafts.

18. Compliance with Laws

This Master Agreement is subject to all laws and the Client agrees to comply with all laws and to provide M&T with any and all documents and information that M&T may request from time to time to evidence this compliance. The Client further agrees to provide M&T with documentation and information as may be required for M&T to comply with the laws.

19. Confidentiality

(a) The Client and M&T agree that all proprietary and/or confidential information, whether oral or written, on computer disk, CD ROM or electronic media, to which the other is given access or is made available to the other, including to each party's directors, officers, employees, Affiliates, representatives or agents, is referred to as "Confidential Information." Confidential Information will include, without limitation, all technology, know-how, processes, software, databases, trade secrets, contracts, and all historical, current and projected financial and other information, that is not legally required to be made publicly available, business strategies, operating data and organizational and cost structures, product descriptions and pricing information, whether received before or after the date of this Agreement. Confidential Information also includes information of any Affiliate of either party to the Master Agreement and products licensed and utilized by M&T in performing Services for the Client. Each party agrees to hold the Confidential Information in strictest confidence, not to make use of it except in connection with the performance of this Agreement, and not to release or disclose any Confidential Information to any other party with the exception of its employees and agents, Affiliates, consultants, auditors, attorneys and other professionals who need to know the Confidential Information in order to perform their duties, regulators and prospective assignees, transferees or other successors to the rights of the parties, provided that in these cases such third parties who are to receive the Confidential Information agree in advance to hold Confidential Information in strictest confidence consistent with this confidentiality provision.

(b) The Client further agrees that it will:

- (i) Not copy or modify any software, hardware, documentation or Security Procedures related to the Services, and
- (ii) Prohibit the use of the Services for any purpose other than that stated in the Master Agreement, including for the use of third parties.

(c) Without being in violation of the provisions above, either party may disclose Confidential Information pursuant to a requirement or request

of a governmental agency or pursuant to a court order or an administrative subpoena, or other legal or administrative process or requirement of law, or in defense of any claims or causes of action asserted by the disclosing party; provided, however, that prior to disclosing the Confidential Information, the disclosing party will:

- (i) First notify the other party of the request or requirement, or use in defense of a claim, unless notice is prohibited by statute, regulation, rule or court order, and
- (ii) Attempt to obtain the consent of the non-disclosing party to the disclosure of the Confidential Information.

In the event consent to disclosure is not given by the non-disclosing party, the disclosing party agrees that the non-disclosing party will have the right to pursue a protective order, motion to quash or other similar procedural step in order to try to prevent the production or publication of the specific Confidential Information. Notwithstanding anything in this Master Agreement to the contrary, nothing in this Master Agreement is intended to require, nor will it be deemed or construed to require, either party to fail to comply, on a timely basis, with a subpoena, court or administrative order, regulatory request or other process, or legal requirement.

(d) The parties understand and agree that the obligation to protect Confidential Information will be satisfied with respect to a party if that party utilizes the same control (but no more than commercially reasonable control) as it employs to avoid disclosure of its own confidential and valuable information. The parties will have appropriate policies and procedures in effect to:

- (i) Ensure the security and confidentiality of the Confidential Information,
- (ii) Protect against any anticipated threats or hazards to the security or integrity of the Confidential Information and
- (iii) Protect against unauthorized access to or use of the Confidential Information that could result in harm or inconvenience to the parties.

(e) The parties understand and agree that any breach of this confidentiality provision may result in immediate and irreparable harm to the other party. In the event of a breach of this confidentiality provision, the non-breaching party will be entitled to specific performance, including the right to seek preliminary and permanent injunctive relief against the breaching party, in addition to any other remedies available at law or in equity. A party seeking relief under this section will not be required to post a bond.

(f) Upon termination of this Master Agreement, upon request, the parties will return or destroy all Confidential Information received during the term of this Master Agreement to the party that provided it. Either party may, however, keep copies of Confidential Information as it may need for audit or compliance purposes.

(g) M&T has implemented processes and procedures to ensure that the information and images delivered to the Client do not contain information or images relating to an account of a customer of M&T other than the Client. If, despite these processes and procedures, the Client receives or can access information or images relating to information of another customer of M&T, the Client agrees that it will:

- (i) Keep that information and/or images confidential, and not display or make available such information or images to any other person or entity except M&T,
- (ii) Inform M&T that it is able to access and view such information and/or images immediately upon discovering such fact,
- (iii) To the extent that the information was provided to the Client on media (for example but not in limitation, a CD ROM), upon request by M&T, return that media to M&T or make that media available for retrieval by M&T, and
- (iv) Destroy any record, copy or file containing such information and/or image as may be requested by M&T.

20. Liability for Affiliates and Actions of Third Parties

(a) The Client agrees that it will be liable to M&T for any and all actions taken or not taken with respect to the Services or the Accounts.

- (i) On behalf of any of its Affiliates or third parties, or
- (ii) By any Affiliate, Servicer or other third party engaged by the Client to act on its behalf with respect to any Service or Account.

The Client's liability will be effective without regard to whether the Client knew of or authorized its Affiliates, Servicer's or third party's actions in advance. This assumption of liability by the Client is also applicable to the confidentiality provisions in this Master Agreement.

(b) In any instance in which the Client provides, or asks M&T to provide, a third party payment provider or other Servicer with stocks of the Client's checks drawn on M&T, the Client will reimburse M&T for all checks negotiated, whether or not authorized by the Client. In addition, the Client agrees that it will indemnify M&T against any and all losses resulting from any actions taken by such third party with respect to the checks provided to it by the Client or at the Client's request, unless the losses result solely from M&T's gross negligence or willful misconduct.

21. Limitation of Liability; Damages

(a) M&T will not be liable for any losses that the Client may incur due to the Client's failure to comply with the Master Agreement, including any applicable Security Procedure or User Guide, provisions regarding deadlines or conditions for initiating transactions or restrictions, or conditions regarding access to information or data by any means. M&T will have no liability to the Client for the Client's or its Servicer's selection, operation or maintenance of the Services, including the Security Procedures. The Client represents and warrants that it has acquired appropriate computer equipment, Internet browser, software and/or communication facilities required to use the Services and maintain appropriate security in connection with the Services.

(b) M&T will have no obligations to the Client other than those clearly stated in the Master Agreement. M&T will be liable to the Client only for M&T's gross negligence or willful misconduct. Without in any way limiting the prior provisions, M&T will have no liability for any damage to the Client's or its Servicer's computer systems caused by a virus or

any similar problem ("Viruses") that results from the use of the Services. Although M&T does not warrant that the Services will be free from all Viruses, it has employed efforts to check for the most commonly known Viruses prior to making the Services available. Nonetheless, the Client and its Servicer are solely responsible for protecting their systems, including network servers and technology-related assets, against unauthorized access or intrusion including Viruses, malwares or criminal acts or network attacks and to correct defects and/or problems which affect the functioning of network, operating or other systems. The Client may elect to reduce these risks, consequences and expenses by taking protective measures for security, such as installation of a third-party anti-virus software program. The Client or its Servicer is responsible for installing and updating any anti-virus software program on its systems, including network servers and technology-related assets.

(c) In the event a final determination is made that M&T is liable to the Client for damages under the Master Agreement, its compensation to the Client will be limited to the amount required by applicable law or regulations or, if applicable law and regulations do not provide for a measure of damages, then compensation payable will be no greater than the lesser of:

- (i) The amount paid by Client for the Services that are the subject of the damages for the immediately preceding six (6) months; or
- (ii) The amount of damages documented by Client to the reasonable satisfaction of M&T.

(d) IN NO EVENT WILL M&T BE LIABLE FOR SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND, WHETHER OR NOT FORESEEABLE, WHETHER OR NOT M&T KNEW OF OR HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES. M&T MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN LAW OR IN FACT, IN CONNECTION WITH ANY OF THE SERVICES, THE TECHNOLOGY OR ANY EQUIPMENT M&T MAY PROVIDE TO THE CLIENT INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(e) In addition to other precautions within the Client's control that the Client should take to decrease the risk of unauthorized access to information and unauthorized transactions (including but not limited to those mentioned in subsection 7(b)), M&T offers Services (and features within Services) that are designed to detect and/or deter check and other payment fraud. For example, these Services and features include, but are not limited to: payee positive pay; ACH debit blocks, filters and monitoring services; reporting options; and layering of approval authority for electronic transactions. M&T strongly recommends that the Client use payee positive pay, layered approval authorities, as well as, appropriate ACH services, reporting services and other fraud detection or deterrent Services or features relevant to the Client's Accounts and Services. Failure to use these Services and features may substantially contribute to the risk of fraudulent activity and resulting losses. The Client acknowledges and agrees that if it declines or fails to take precautions within its control or to use the Services and features M&T makes available that are designed to detect or deter fraud, the Client will be precluded from asserting any claims against M&T for paying any unauthorized, altered, counterfeit or other fraudulent

payment that such precautions, Services or features were designed to detect or deter and M&T will have no liability for resulting losses and no obligation to credit the Client's Account or otherwise have any liability for making such payments.

22. Indemnification

For purposes of this indemnification provision, the "Client" includes Client's Affiliates, directors, officers, employees, Servicer and other service providers and Authorized Representatives.

(a) The Client will indemnify, defend and hold harmless M&T, M&T's Affiliates and their respective officers, directors, employees, agents and assigns from and against all losses arising directly or indirectly out of or relating to the following:

(i) The Client's breach of any agreement, representation, warranty or obligation under the Master Agreement;

(ii) The Client's violation of any law in connection with the Client fulfilling its obligations under the Master Agreement;

(iii) The Client's assumed infringement of a third-party's patent, trademark or copyright, or alleged misappropriation of a third party's trade secret;

(iv) Provision by the Client of incorrect or incomplete data to M&T;

(v) Any action that M&T takes in accordance with instructions that it reasonably believes to have been authorized by the Client, whether or not transmitted using a Security Procedure;

(vi) The Client's failure to perform its agreements, duties or obligations under the terms of the Master Agreement; provided however, that the Client will not be required to compensate M&T for any such losses to the extent that they are caused directly by M&T's gross negligence or willful misconduct;

(vii) Any actions taken by the Client's Affiliates, Authorized Representatives, Servicer's or other third party service providers; or

(viii) Any damage caused to M&T's computer systems resulting from any Viruses or similar programs transmitted from the Client's or its Servicer's systems to M&T's systems through the Client's use of the Services or M&T's systems.

(b) In any case where M&T seeks compensation for third party losses (herein referred to as a "Third Party Claim"), the following procedures will apply:

(i) M&T will give prompt written notice to Client of each Third Party Claim, specifying the amount and nature of the claim (herein referred to as a "Notice of Claim"). Provided that the Notice of Claim is given or the failure to provide the Notice of Claim does not prejudice the Client's interests, the Client, at its own expense and using counsel of its own choosing, will promptly

defend, contest, and otherwise protect against any such Third Party Claim.

(j) If the Client is defending against the Third Party Claim, M&T may, but will not be obligated to, participate in the defense of the Third Party Claim, at its own expense and using counsel of its own choosing, but the Client will be entitled to control the defense unless M&T has relieved the Client in writing from liability with respect to the particular matter. M&T will cooperate and provide such assistance as the Client reasonably requests in connection with the Client's defense and will be entitled to recover from the Client the reasonable costs of providing such assistance. The Client will inform M&T on a regular basis of the status of any such Third Party Claim and the Client's defense of it.

(k) In any Third Party Claim in which the Client controls the defense, the Client will not, without M&T's prior written consent, compromise or settle such claim, suit or proceeding if:

- (a) such compromise or settlement would impose an injunction or other equitable relief upon M&T; or
- (b) such compromise or settlement does not include the third party's release of M&T from all liability relating to the Third Party Claim.

(l) If the Client fails to timely defend, contest, or otherwise protect against any Third Party Claim, M&T may, but will not be obligated to, defend, contest or otherwise protect against the Third Party Claim, and make any compromise or settlement, and recover from the Client the entire costs M&T expended, including reasonable attorneys' fees and disbursements of counsel and all amounts paid as a result of the Third Party Claim and the compromise, settlement, or other resolution of it.

(m) The obligation of the Client to indemnify M&T's officers, directors, employees and agents in accordance with this section may be enforced exclusively by M&T and nothing in this Master Agreement will be construed to grant such officers, directors, employees and agents any individual rights, remedies, obligations or liabilities with respect to the Client.

23 Termination

(1) The Client may terminate the Master Agreement immediately, without cause, upon prior written notice to M&T in accordance with the notice provisions of the Master Agreement. The Client's notice of termination to M&T will not be effective until M&T has had a Reasonable Time to Act upon Client's notice.

(b) M&T may terminate the Master Agreement upon thirty (30) calendar days prior written notice to Client. Nonetheless, M&T may terminate the Master Agreement, or any Service, immediately in the event that in M&T's sole business judgment, termination is appropriate. Appropriate reasons will include but not be limited to:

- (i) Requirements of any and all laws or the order of a legal tribunal of competent jurisdiction or M&T's regulator(s),

(ii) The Client's breach of the Master Agreement or any other agreement with M&T,

(iii) The Client's making of an assignment for the benefit of creditors entering into a global compromise agreement with its creditors or filing of a voluntary petition in bankruptcy,

(iv) The filing of an involuntary bankruptcy petition against the Client,

(v) The Client's admission of its inability to pay its obligations as they become due,

(vi) M&T's determination, in its sole and reasonable judgment, that the Client's financial status is impaired, or

(vii) M&T's reasonable belief that fraudulent or illegal activity has occurred or is reasonably likely to occur with respect to the Account.

In the event of an immediate termination, M&T will work with the Client to effect a prompt and orderly transition of the Services to another provider.

(c) M&T may deem the Master Agreement terminated at such time as the Client is not receiving Services for a try Account.

(d) Termination of the Master Agreement will terminate all Services provided under its terms. Nonetheless, termination of the Master Agreement may be varied by the terms of the applicable Product Terms and Conditions.

24. Governing Law, Venue

The Master Agreement will be governed by federal law and, subject to any rules of preemption, the law of the state or other jurisdiction that has been determined in the Commercial Deposit Account Agreement to apply to the Account, without regard to the jurisdiction's principles of conflicts of law. Any action or claim asserted under this Master Agreement will be brought and maintained only in the largest metropolitan city that has a legal tribunal of competent jurisdiction in the county where the M&T branch is located to which the Client's primary Account is assigned. In addition, the Master Agreement will be subject to the dispute resolution procedures in the Commercial Deposit Account Agreement.

25. Entire Agreement; Enforceability

The Master Agreement constitutes the entire agreement between the parties relating to each of the Services identified in the Client Election Forms signed contemporaneously with or following the Client's execution of the Master Agreement and supersedes all prior or contemporaneous written or oral communications between the parties. Nonetheless, any provisions of prior oral or written agreements or communications regarding a Service that were entered into prior to the Client's execution of the Master Agreement will supersede the current Product Terms and Conditions for that Service until prior oral or written agreements or communications are terminated or until the Client signs a new Client Election Form for that Service, which then incorporates the Service into the Master Agreement. Upon execution, the Master Agreement will constitute a binding and legal obligation of the parties enforceable against each party in accordance with its terms.

26. Assignment

Neither party may assign its rights or obligations under the Master Agreement without the prior written consent of the other party. Apart from the previous sentence, M&T may assign any of its rights or obligations under this Agreement to any of M&T's Affiliates or legal successors in interest. M&T will notify the Client in the event of such assignment.

27. Severability

In the event a legal tribunal of competent authority determines that any provision of the Master Agreement is illegal or unenforceable, then the Master Agreement will continue in full force and effect in the manner that permits the parties to continue to fulfill their obligations in the absence of such provision.

28. Waivers

Neither party will be deemed to have waived any of its rights, regardless of any course of dealing, unless the party will have signed a written waiver to that effect. No failure, partial exercise or delay by either party in exercising any of its rights or remedies will constitute a waiver of any of them or require notice for subsequent exercise at any time of any of its remedies. Any written waiver will be applicable only to the right(s) and circumstance(s) stated in the waiver and will not be deemed as a continuing waiver of that right.

29. Force Majeure

Neither party will be liable for any delay or failure in performance of any part of the Master Agreement from any cause beyond its control or without its fault or negligence, such as acts, omissions or inaccuracies of third parties not under such party's control, acts of God, acts of civil or military authority, government regulation, court order, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accident, power blackouts, major environmental disturbances, unusually severe weather conditions, unavailability of, or failure to act or delay in acting of any M&T or other payment system, U. S. Postal Service, express or armored courier or any other party necessary to a Service. Apart from the provisions of this section, the occurrence of any force majeure event will not relieve the Client of its obligation to pay M&T for services provided to the Client.

30. Amendments

M&T may amend the Master Agreement in connection with changes in Service Fees, laws or operational, procedural or technical changes. These changes will be effective immediately if not adverse to the Client and otherwise will be effective on the date indicated in the Notice. Other amendments to the Master Agreement not specified above, may be made by agreement of the parties.

31. Waiver of Jury Trial/Records

The parties irrevocably waive any and all rights to trial by jury in any actions, proceedings or claim of any nature arising out of or in any way related to the Master Agreement, including any amendments to it, any document executed by the parties as part of this Master Agreement, or any of the transactions conducted hereunder or contemplated by the parties. The parties agree and acknowledge that this is a knowing and voluntary waiver. In any action or other proceeding relating to the Services, the Client agrees that a copy of any part of the Master

Agreement and other records kept in the normal course of M&T's business may be entered into evidence as an original subject to the applicable rules of evidence.

32. Survival of Terms

The following provisions will survive termination of the Master Agreement: 19, 20, 21, 22, 24, 25, 31, 32, 33 and 35. The termination or expiration of the Master Agreement for whatever reason will not release or relieve either party of any of its obligations contained in the Master Agreement which

- (i) The parties have expressly agreed will survive any termination or expiration, or
- (ii) Remain to be performed or, by their nature are intended to be applicable following any termination or expiration

33. Right to Rely/Representations and Warranties

(a) The parties acknowledge and agree that M&T is entitled to and may rely upon:

- (i) Any communications or instructions that M&T reasonably believes were transmitted by the Client's Authorized Representatives,
- (ii) Any written communication that M&T reasonably believes was sent by the person whose name appears on the communication and
- (iii) Any instruction received using a Payment Order Security Protocol selected by the Client that M&T reasonably believes was transmitted by an Authorized Representative.

(b) The Client's representations and warranties in the Master Agreement will apply to, and the Client will be bound by all actions taken by or on behalf of the Client and all instructions given by a Service or another Authorized Representative in connection with the Master Agreement or any Account or Service.

34. Headings

Headings used in this Master Agreement are for the purpose of convenience only and will not be used to interpret its provisions.

35. Binding Effect, Third Parties

The Master Agreement is for the sole benefit of the Client and M&T and its successors and permitted assigns. The rights and obligations under the Master Agreement are for the parties only and no third party will be entitled to enforce any rights or obligations under the Master Agreement.

36. Conflicts

In the event of a conflict between any terms of this Master Agreement and a particular User Guide, the terms of this Master Agreement will control unless the User Guide explicitly states otherwise. In the event of a conflict between any terms of this Master Agreement and a particular Product Terms and Conditions document, the terms of the Product Terms and Conditions document will control.

37. Address for Notices to M&T.

**M&T Bank Commercial Service Team
PO Box 4607
Buffalo, NY 14240**