



**WIRE TRANSFER SERVICES AGREEMENT  
WITH TERMS AND CONDITIONS**

Thank you for choosing U.S. Bank Wire Transfer Services. Please read this agreement and the attached Terms and Conditions carefully (collectively referred to as the "Agreement") as they will govern the wire transfer services provided to you.

**Participant Name:** \_\_\_\_\_

**Participant Address:** \_\_\_\_\_

**Tax Identification Number:** \_\_\_\_\_

**Account Number:** \_\_\_\_\_

The undersigned, on behalf of the Participant, hereby appoints the person(s) listed below as the Authorized Signer(s) referred to herein as the "Authorized Signers" to act on behalf of Participant in all actions taken under this Agreement, including without limitation establishing Participant's internal security procedures, establishing authority levels, establishing authorization requirements, and distributing access devices, identification numbers, passwords and other internal security devices related to this service.

U.S. Bank may, at its discretion, require Participant to sign additional documentation in order to implement or amend certain wire transfer services. In such cases, documentation necessary to implement or amend wire transfer services shall be signed by at least one of the Authorized Signers listed below. Participant further acknowledges that U.S. Bank may implement or amend services based on the verbal, written, facsimile, e-mail, voicemail or other electronically communicated instructions that in good faith it believes to have been received by an Authorized Signer.

**Authorized Signers**

**Printed Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

The undersigned (a) represents and warrants to U.S. Bank on behalf of the Participant that the signatures appearing above are the true and authentic signature(s) of the Authorized Signers and that Participant has taken all action required by its organizational documents to enter into this Agreement; and (b) agrees that all wire transfers initiated by Participant shall be governed by this Agreement.

**Contract Signer**

**Signature :** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**APPROVAL BY U.S. BANK NATIONAL ASSOCIATION**

**Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Officer Number:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## WIRE TRANSFER SERVICES TERMS AND CONDITIONS

The following sets forth the terms and conditions under which Bank will provide wire transfer services to Participant. Unless otherwise defined herein, capitalized terms shall have the meanings provided in this Agreement.

1. **Definitions.** As used herein, the following terms shall have the following meanings:

a. "Authorization" shall mean the Participant's authorization designated on Bank's then standard set-up forms, fully completed and delivered to Bank, and any supplement, thereto or amendment, thereof.

b. "Authorized User" shall mean the individual or individuals, if any, authorized on behalf of the Participant and listed in the most current Authorization on file at Bank.

c. "Beneficiary" shall mean the person to be paid by a funds transfer initiated by Participant hereunder.

d. "Covered Account" shall mean each deposit account maintained in the name of Participant at Bank and described in the most current Authorization on file at Bank.

e. "Fedwire Regulation" shall mean Subpart B of Regulation J of the Board of Governors of the Federal Reserve System, as amended from time to time.

f. "Fedwire" shall mean the funds-transfer system owned and operated by the Federal Reserve Bank that is used primarily for the transmission and settlement of payment orders governed by the Fedwire Regulation.

g. "Payment Order" shall mean an instruction to Bank, from or in the name of Participant, to pay or cause another financial institution to pay a fixed or determinable amount of money to a Beneficiary.

h. "Repetitive Transfers" shall mean funds transfers in which the Covered Account, Beneficiary, Beneficiary's financial institution, and Beneficiary's deposit account are the same for each transfer, and only the date and dollar amount and any optional additional information vary.

i. "Security Procedures" shall mean those procedures (i) specified in the Authorization or (ii) as otherwise agreed to by Bank and Participant, for transmitting Payment Orders to Bank and for verifying such Payment Orders upon receipt by Bank, as such procedures may be amended or supplemented from time to time by Participant and Bank.

2. **Authorized User or Covered Account Designations.** Participant shall promptly deliver to Bank an updated Authorization whenever there are deletions from, additions to or changes to (i) the lists of Authorized Users, if any designated by such Participant (ii) the funds transfer authority of Authorized Users, or (iii) the list of Covered

Accounts. For all services hereunder, until Bank has received such an updated Authorization and has had a reasonable time to act thereon, Bank may continue to act pursuant to the most current Authorization on file at Bank. With respect to Participants who designate Authorized Users, Participant warrants and represents that each Authorized User shall be a person who is authorized to direct funds transfers of Participant's funds pursuant to depository resolutions of Participant from time to time in effect at Bank.

3. **Security Procedures.** Bank and Participant will follow the Security Procedures to detect unauthorized Payment Orders prior to execution of such Payment Orders by Bank. The Security Procedures are designed solely for the purpose of verifying the origination of Payment Orders and not for the detection of errors. Participant agrees that such Security Procedures are commercially reasonable. Some of the Security Procedures offered by Bank are available only if Participant transmits Payment Orders directly to Bank's funds transfer department by telephone, computer or other electronic means. Accordingly, Participant acknowledges that if Participant issues a Payment Order to a representative of Bank outside Bank's funds transfer department, Participant will be deemed to have refused such Security Procedures and to have agreed to be bound by such Payment Order, whether or not authorized, which is issued in Participant's name and accepted by Bank in good faith. Access to services may be controlled through the use of Participant IDs, user IDs passwords and other security devices. If such a Security Procedure is so assigned or otherwise offered, Participant shall use or cause such security device to be used when submitting any and all Payment Orders to Bank. If such a security device is so assigned or offered and a Payment Order uses the identifying number, code or other security device, Bank may rely solely on the security device as conclusive identification of the sender. Participant is solely responsible for maintaining its own internal security and agrees to use the utmost care in selecting any company or individual given access to use this service. Participant shall not disclose any information regarding the service of the Security Procedures that an unauthorized user would find helpful to obtain access to this service. If a Payment Order received by Bank purports to have been transmitted or authorized by Participant and Bank has acted in compliance with the Security Procedures with respect to such Payment Order, such Payment Order shall be deemed effective as Participant's Payment Order, and Participant shall be obligated to pay to Bank the amount of such Payment Order.

**4. Processing of Payment Orders.**

**a. Authorization.** Participant authorizes Bank from time to time to transfer funds of Participant from any Covered Account to any other deposit account of Participant or a Beneficiary at Bank or another financial institution, or to another financial institution for the benefit of Participant or a Beneficiary, when requested to do so in a Payment Order. With respect to Participants who designate Authorized Users, Participant authorizes Bank to accept Payment Orders from an Authorized User or any person purporting to be an Authorized User. For all services hereunder, Payment Orders may be transmitted to Bank by any means approved by Bank, including oral, written or electronic communication.

**b. Accuracy/Inconsistent Name and Account Numbers.** In submitting any Payment Order, Participant shall be responsible for providing all necessary information required by Bank. Bank's funds transfer services are only designed to respond to information provided by Participant. Accordingly, any inaccuracy in any information provided by Participant may result in an unintended transfer of funds. Bank bears no responsibility and shall not be liable to Participant for any information provided by Participant in a Payment Order, which is inaccurate, incomplete or otherwise incorrect. Bank and any other party executing or receiving a payment order, including the beneficiary's bank, may rely on the number in the Payment Order that identifies the beneficiary and on any numbers that identify the beneficiary's bank and any intermediate financial institutions identified in the Payment Order, even if such numbers do not correspond to the name of the beneficiary or the financial institution. Bank and any other receiving financial institution have no obligation to determine whether a name and number identify the same person or institution. Participant acknowledges that payment of a Payment Order might be made by the beneficiary's bank on the basis of an identifying or bank account number even if it identifies a person different from the named beneficiary. With respect to incoming wire transfers that do not include an account number recognizable to Bank, Bank may return the wire transfer to the sending financial institution without incurring any liability to Participant.

**c. Method of Execution.** No Payment Order shall instruct Bank to debit any deposit account of Participant at Bank other than a Covered Account. Bank in its sole discretion may execute Payment Orders it receives from Participant and payment orders it receives from other Participants in any order convenient to Bank and may select such means and routes for the transfer of funds as Bank considers appropriate under the circumstances. If more than one Payment Order is made at or about the same time and the available funds in the applicable Covered Account do not cover all of such Payment Orders, Bank may at its option execute as many of such Payment Orders as possible within the dollar limits of such available funds in any order convenient to Bank.

**d. Timing.** Participant shall submit Payment Orders to Bank prior to the daily cutoff time established by Bank from time to time. Any Payment Order received by Bank

after its daily cutoff time may be processed on the next banking day.

**e. Repetitive Transfers.** If Bank or Participant determines that certain funds transfers have become Repetitive Transfers, Bank may assign a repetitive code to Payment Orders pertaining to such Repetitive Transfers.

**f. Standing Payment Orders.** If requested by Participant and agreed to by Bank, Participant may initiate a standing payment order, which is one where the Participant pre-programs the beneficiary, the beneficiary's financial institution, and the accounts to be debited and credited and such information remains constant for subsequent payment orders. Participant shall provide Bank with the necessary information to execute the standing payment order, including, without limitation, the dollar amount to be transferred or the desired peg balance, the frequency of the order and the day of week or month when the payment order is to be executed. Participant may terminate a standing payment order at any time upon receipt by Bank of a written notice. Bank shall have a reasonable time to act on such notice.

**g. Mainframe Batch Wire Transfers.** If requested by Participant and agreed to by Bank, Participant may initiate payment orders from its mainframe computer to Bank's mainframe computer, subject to the provisions of this Agreement. Participant will comply with interface specifications established by Bank, including, without limitation, file formats and means of data transmission (the "Specifications"). Bank may furnish Participant with modifications to the Specifications and Participant shall implement such modifications as soon as reasonably practicable. Participant shall maintain the confidentiality of the Specifications and permit access solely to those authorized to initiate Payment Orders. Participant shall implement passwords and other security devices commensurate with the highest level of security afforded by Participant to other computer programs and confidential information of Participant.

**h. Confirmation of Outgoing Wire Transfers.** Participant and Bank shall agree to the method of confirming payment orders received from Participant. Participant shall designate Authorized Users to confirm payment orders. Bank recommends a minimum of three potential Authorized Users to confirm payment orders and that Authorized Users serve as an initiator or a confirmer, but not both. Bank advises Participant not to waive confirmation. If Participant, however, chooses to waive confirmation, Participant agrees to be liable for all outgoing payment orders, except those payment orders where (1) Participant is able to conclusively prove that the unauthorized transfer could not have been prevented by the use of confirmation procedures; (2) Bank is unable to produce any evidence that the unauthorized transfer could have been prevented by the use of confirmation procedures; and (3) Participant is not otherwise liable for the transfer under this Agreement, or applicable law. Participant acknowledges that not using confirmation procedures

substantially increases the Participant's risk of liability for an unauthorized wire transfer.

**i. Rejection of Payment Orders.** Bank may reject a payment order (either incoming or outgoing orders, or both) from Participant if such payment order is not initiated in accordance with the applicable security procedures, if there is any inconsistency between a payment order and information previously supplied to Bank, if Bank is unable to obtain confirmation of such payment order satisfactory to Bank, if there are insufficient collected funds in Participant's specified account to fund the payment order, or if Bank has other reasonable grounds not to honor the payment order. Bank will notify Participant of any payment order rejection by facsimile, electronic mail or other commercially reasonable method.

**j. Cancellation.** Participant shall have no right to cancel any Payment Order after its receipt by Bank. Bank shall, however, use reasonable efforts to act on a request by Participant for cancellation of a Payment Order prior to execution by Bank of such Payment Order, provided such request complies with the Security Procedures, but Bank shall have no liability if such cancellation is not effected. Participant shall reimburse Bank for any expenses, losses or damages Bank may incur in effecting or attempting to effect Participant's request for the cancellation of any Payment Order.

**k. Advices.** Participant will select the type of advice it wishes to receive after Bank sends an outgoing wire transfer or receives an incoming wire transfer. If Participant selected telephonic advices, Participant will designate person(s) to be contacted and telephone numbers to be used for advice purposes. Bank shall not be required to make more than one attempt to reach Participant's designated location by telephone if Bank is able to reach the Participant's designated location, but not Participant's designated Agent, Bank may leave a message containing the information to be conveyed. If Participant selects advices by facsimile ("fax"), Participant shall exercise extreme care in maintaining its own security in the receipt of fax advices. Participant acknowledges that the information to be received by fax may include confidential information, including, without limitation, names, amounts, phone numbers, originating account information, and the text of incoming wires. Participant further acknowledges that it alone assumes full responsibility for maintenance of its internal security procedures to keep such information confidential. Participant agrees to indemnify, defend and hold Bank harmless against any and all claims, demands, expenses, liabilities and damages, including attorney fees at trial and on any appeal or petition for review, incurred by Bank arising directly or indirectly from the transmission by fax of an incoming wire transfer advice. Participant may waive its right under the Uniform Commercial Code to receive advices by so indicating on the applicable Authorization.

**l. Compliance.** The rights and obligations of Participant and Bank with respect to any funds transfer which is carried out through Fedwire shall be governed by the Fedwire Regulation. Any Payment Order submitted by

Participant shall also be subject to the rules, regulations and by-laws governing the particular funds transfer network utilized by Bank.

**5. Cooperation.** If Bank is entitled under the law governing mistake and restitution to recover from any Beneficiary or other recipient all or any part of a funds transfer hereunder, Participant shall upon Bank's request, but without expense to Bank, testify in any legal proceedings, sign all lawful papers, make all lawful oaths, and generally do all other and further lawful acts, deemed necessary or expedient by Bank to assist or enable Bank to recover from such Beneficiary or other recipient.

**6. International Payments.** If a Payment Order provides for the transfer of funds to a Beneficiary located in a foreign country, the Beneficiary may not receive funds on that day. Additionally, the Beneficiary's financial institution may elect to pay the Beneficiary in foreign currency at the buying rate of exchange for funds transfers of the Beneficiary's financial institution. It is Participant's responsibility to advise the Beneficiary of these possibilities. Participant bears all risk of loss due to fluctuation in the rate of exchange.

**7. Reverse Wire Transfers.** If requested by Participant and agreed to by Bank, Participant authorizes Bank to debit Participant's account(s) with Bank upon receipt of a Fedwire drawdown request, and to send funds to the Requesting Bank. Each transfer will be done on the Business Day Bank receives the incoming request from the Requesting Bank if the request is received within a reasonable time to determine whether Participant's Account has sufficient available funds and to obtain access to the Federal Reserve network prior to the close of business. Participant agrees not to make any reverse wire request in excess of available collected balances on deposit in the designated account(s). Bank may reject any reverse wire request in excess of the collected and available balance. Requesting Bank will be notified if the request is rejected by Bank. Participant's obligation to pay Bank the amount of the funds transfer in the event that the Fedwire message does not identify the same account or financial institution is not excused in such circumstances. When names and numbers are inconsistent, the numbers shall control. With respect to incoming wire transfers that do not indicate an account number recognizable to Bank, Bank may return the wire transfer to the sending financial institution without incurring any liability. Participant's authorization for reverse wire requests shall remain in effect until Participant gives written notice to Bank. Bank will have a reasonable time to act on any written notice received from Participant. In consideration of Bank's compliance with this authorization, Participant agrees that Bank's treatment of any charge, and Bank's rights with respect to it, shall be the same as if the entry were initiated personally by Participant. Bank shall have no liability if any charge is dishonored.

**8. Representations and Warranties.** Participant and Bank each represents and warrants to the other, as of the date this Agreement is entered into and at the time any service is used or performed, that: (a) it is validly existing

and in good standing under the laws of the jurisdiction of its organization; (b) it has all requisite power and authority to execute and deliver, and to perform its obligations under, this Agreement and each service used or performed by it; (c) this Agreement has been duly authorized and executed by it and constitutes its legal, valid and binding obligation; and (d) any consent or authorization of any governmental authority or third party required to be obtained by it in connection with this Agreement or any service used or performed by it has been obtained. Bank makes no representation or warranty, express or implied, and disclaims all warranties as to the merchantability, fitness for a particular purpose or suitability of any services for Participant, or as to the compatibility of Bank's software, equipment or communication interfaces with those of Participant. Participant represents and warrants to Bank, and agrees with Bank, that the services are not intended to and shall not be used by Participant for personal, family or household purposes.

**9. Liability.** Participant acknowledges that Bank's fees for the services are very small in relation to the amounts of transfers initiated and consequently Bank's willingness to provide such services is based on the liability limitations contained in this Agreement. In addition to greater limitations on Bank's liability that may be provided elsewhere, Bank's liability related to this service shall be limited exclusively to actual proven damages arising directly from its own gross negligence or willful misconduct. Bank will not, under any circumstances, be liable for any special, incidental, indirect, consequential, punitive or similar losses or damages, whether or not the likelihood of such losses or damages was known by either party at the time Participant first obtains services from Bank or at the time any instruction or order is given to a Bank pursuant to this service, and whether such losses or damages arise from tort, contract or otherwise. Bank's maximum liability for any loss of interest shall be calculated using a rate equal to the average Federal Funds rate at the Federal Reserve Bank of New York for the period involved. Notwithstanding the foregoing, Bank shall not be liable for any losses or damages caused, in whole or in part, by the action or inaction of Participant, or any Agent or employee of Participant, whether or not such action or inaction constitutes negligence or a breach of this Agreement. Bank shall not be liable for any damage, cost, loss, liability or delay caused by accident, strike, fire, flood, war, riot, equipment breakdown, electrical or mechanical failure, acts of nature, or any cause which is attributable to a third party, that was beyond Bank's reasonable control. Participant agrees that the fees charged for the performance of the services shall be deemed to have been established in contemplation of these liability limitations.

**10. Indemnification.** To the extent permitted by applicable law, Participant shall indemnify and hold harmless Bank and each of its directors, officers, employees, agents, successors and assigns ("Indemnitees") from and against all liability, loss and damage of any kind (including attorneys' fees and other costs incurred in connection therewith) incurred by or asserted against such Indemnitee in any way relating to or arising out of any service, by

reason of any acts or omissions of Participant or any third party or otherwise, except to the extent such liability, loss or damage is caused by the gross negligence or willful misconduct of such Indemnitee (provided that reliance, without further investigation, on any oral, telephonic, electronic, written or other request, notice or instruction believed in good faith to have been given by Participant will in no event constitute gross negligence or willful misconduct on the part of such Indemnitee).

**11. Payment.** Participant shall compensate Bank for the performance of each service in accordance with the fee schedule established by Bank, which may be changed by Bank from time to time. At the time this Agreement is executed, Bank will not charge Participant for wire services (in accordance with that certain Custodian Agreement by and between Bank and the Office of the Illinois State Treasurer dated March 1, 2008 (the "Custodian Agreement")). Participant will be provided with notice of any such change in accordance with Bank's normal business practices. The price schedule for each service will be deemed accepted by Participant upon provision of such service to Participant. Participant shall pay any access, transfer, transmission and other charges established by Bank in providing each service. Participant shall also pay any sales, use or similar tax applicable to any service. If Bank is required to pay any such taxes, Participant shall reimburse Bank therefor upon demand. Participant shall also pay all attorneys' fees and other costs and expenses Bank may incur in collecting any fees or other sums Participant may owe to Bank in connection with any services. Unless otherwise prohibited by relevant statute, administrative law, ordinance or other governing body, Bank may collect any of the foregoing amounts and any other amounts due by Participant to Bank hereunder or in connection with the provision of any services to Participant by debiting any of Participant's accounts with Bank, billing Participant, and/or may be offset through account analysis, without any obligation to give prior notice thereof to Participant.

**12. Confidentiality.** All user guides, manuals, data, software, processes and other information provided to Participant in connection with this service and all fee and pricing information with respect to the services (the "Information") is the proprietary and confidential property of Bank and/or its relevant licensors or suppliers. Participant agrees to use the Information only in the manner specified by Bank and in the ordinary course of Participant's business, to return it to Bank upon termination of the relevant service, and to keep the Information confidential and limit access thereto only to its agents and employees who require access in the normal course of their duties, except to the extent the Information is already in the public domain or Participant is required to disclose the Information by law.

**13. Intermediaries.** Bank may act on any Communication and provide any service using any payment system or intermediary organization it reasonably selects. Bank's performance of services is subject to the rules and regulations of any such system or organization. Bank may engage third parties to provide services. Bank shall have no

obligation to disclose arrangements with third parties to Participant or obtain Participant's consent thereto. Participant authorizes the transfer of information relating to Participant to agents of Bank or Participant for use in connection with services or as required by law.

**14. Recordings and Records.** Either Participant or Bank may produce telephonic or electronic recordings or computer records, including e-mail and telefacsimile transmissions, as evidence in any proceedings brought in connection with any service. Participant agrees to Bank's telephonic or electronic recording for security and quality of service purposes.

**15. Notices.** All written notices to Bank shall be delivered or mailed to the address designated by Bank. Notices sent to Participant shall be delivered or mailed to Participant's current lead account address or other known address if deemed more appropriate by Bank under the circumstances. Notice may be delivered to same Participants in electronic format if requested or appropriate.

**16. Accounts.** All services involving Participant's accounts at Bank are subject to Bank's terms and conditions of deposit accounts and availability schedules in effect from time to time, provided that in the event of any conflict between this Agreement and Bank's terms and conditions of deposit accounts, this Agreement shall prevail. Participant and Bank shall also be bound by the terms and conditions set forth in the Custodian Agreement.

**17. LEFT BLANK INTENTIONALLY**

**18. Discrepancies.** Participant shall promptly notify Bank in writing of any error in connection with this service and any discrepancies between any records maintained by Participant and any notice Participant receives from Bank with respect to any service. Participant shall, within a reasonable time, which in no event shall be greater than 30 calendar days following the day Bank first mails or makes information available to Participant, notify Bank of any transaction or transfer Participant believes to be unauthorized. Participant agrees that the failure to report any discrepancies or unauthorized transaction in accordance with this Section shall relieve Bank of any liability for such unreported erroneous or unauthorized transaction.

**19. Compliance.** Participant shall comply with all laws, rules and regulations in connection with services. Participant agrees to be bound by such rules, and agrees not to initiate or receive a wire transfer Payment Order in violation of international, federal, state and local laws and regulations including, without limitation, the regulations promulgated by the Office of Foreign Assets Control ("OFAC"). To the extent permissible under applicable law, Participant shall be responsible for and shall fully indemnify Bank for any and all fines and assessments imposed on Bank as a result of any infraction or violation of such rules caused by or attributable to Participant.

**20. Disclosure.** Participant acknowledges that Bank may have certain legal recordkeeping and reporting

requirements with respect to services and consents to Bank's disclosure to governmental authorities of information concerning Participant and services provided to Participant which Bank believes to be appropriate or necessary to fulfill such legal requirements.

**21. Termination.** This Agreement may be terminated by either party upon 30 days' prior written notice to the other. Bank may also terminate or suspend any services without notice to Participant if any of the following occurs: (a) Participant becomes insolvent or files, or has filed against it, any bankruptcy or other insolvency, reorganization, liquidation or dissolution proceeding of any kind; (b) Bank has reason to believe that Participant has engaged in fraudulent or illegal activity; (c) Participant fails to maintain balances in accounts sufficient to cover overdrafts; (d) Participant violates the material terms of this Agreement or any financing arrangement with Bank; (e) Participant fails to provide financial information reasonably requested by Bank; (f) Bank determines it is impractical or illegal to provide any services because of changes in laws, regulations or rules; or (g) Bank, in good faith, is unable to satisfy itself that any services have been properly authorized by Participant. Notwithstanding any termination, the terms of this Agreement and the service Terms and Conditions shall apply to all transactions which have been initiated prior to termination.

**22. Binding Effect.** This Agreement shall bind and benefit the parties and their successors and assigns. None of the terms of this Agreement may be waived except as Bank may consent in writing, and no Agreement with or representation made by any employee of Bank that is in conflict with this Agreement will be binding on Bank unless contained in a written modification of this Agreement signed by an authorized officer of Bank. Bank may from time to time amend any of the terms of this Agreement. Participant will be provided with notice of any such amendment in accordance with Bank's normal business practices. By continuing to use any service after notice of such amendment, Participant shall be deemed to have agreed to such amendment and shall be bound by this Agreement as so amended. No delay on the part of Bank in exercising any right or power under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power under this Agreement preclude further exercise thereof or the exercise of any other right or power. The rights and remedies under this Agreement are cumulative and not exclusive of any rights or remedies that Bank would otherwise have.

**23. Governing Law; Severability.** Except to the extent superseded by Federal law, the provision of services shall be governed by the laws of the State of Illinois. Participant agrees that the courts of such state shall have jurisdiction to hear any dispute arising out of any service and submits to the jurisdiction of such courts. Any provision of this Agreement that is unenforceable shall be ineffective to the extent of such provision, without invalidating the remaining provisions of this Agreement. If performance of the services would result in violation of any law, regulation or governmental policy, this Agreement shall

be deemed amended to the extent necessary to comply therewith.

**24. Assignment.** This Agreement may not be assigned by either party without the other party's prior written consent. Notwithstanding anything to the contrary, following a merger or acquisition arising under operation of law, Bank may assign this Agreement without Participant's consent.

**25. Collection Costs.** Should Bank have to undertake any action to recover any amount due under this Agreement, including without limitation fees, overdrafts, or overpayment, Participant will be liable to Bank for the cost of such effort, plus reasonable attorney fees in any court action or appeal therefrom if awarded by a court of competent jurisdiction.

**26. Waiver of Jury Trial.** PARTICIPANT AND BANK WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY LITIGATION OR OTHER PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY SERVICES USED BY PARTICIPANT.