

AUTHORIZATION AND AGREEMENT FOR TREASURY MANAGEMENT SERVICES

This **Authorization and Agreement for Treasury Management Services** ("Authorization") is entered into by and among the undersigned customer ("Customer") and Capital One, National Association ("Bank"). By executing this Authorization, Customer hereby agrees to the terms of the General Provisions, the Service Terms for each Service enrolled in and/or used by Customer, and any corresponding Operational Instructions, which collectively establish the terms of the Treasury Management Terms and Conditions Agreement (the "Agreement"). Customer agrees that it has received and reviewed the Agreement by virtue of its accessibility through the Bank's website, at <https://www.capitalone.com/treasury-management/terms-and-conditions/>, and agrees to be bound by the Agreement, as it may be amended from time to time. Capitalized terms used herein and not otherwise defined have the meanings given to them in the Agreement.

Customer may begin to use a Service once Bank has approved such use and has received all required and properly executed forms and Customer has successfully completed any testing and training requirements. This Authorization and the Agreement hereby amend and replace in full any prior authorizations or agreements between the Customer and Bank with regard to the Services and this Authorization shall apply to all Services used by Customer, whether as of the Effective Date (defined below) or in the future. Customer represents and warrants that it has taken all actions required by Customer's applicable organizational documents to authorize Customer to execute and deliver this Authorization and any other documents Bank may require with respect to the Services. Customer further represents and warrants that it is authorized to enter into all transactions contemplated by the provision of Services to Customer by Bank, including, but not limited to, giving Bank instructions with regard to electronic funds transfer services and designating employees or agents to act in the name and on behalf of the Customer, including by delivering such instructions electronically.

Electronic Execution and Consent. Customer and Bank agree that this Authorization, the Agreement and any related agreements between Customer and Bank are entered into on an interstate basis and are subject to the Electronic Signatures in Global and National Commerce Act and may be executed electronically and delivered by facsimile, e-mail, or other electronic method, and that the copies or counterpart signature pages so sent shall be treated and have the same force and effect as delivery of a physical original with a manual signature. Customer consents to Bank sending any record, notice, disclosure, Statements and other information to Customer via electronic means, including information that Bank is required by Applicable Law to provide to Customer in writing. Electronic communication methods include methods Bank employs that deliver visual text or images to be displayed on a computer or mobile device screen, such as e-mail, SMS or other mobile device text message, and posting through a Service or Channel. Bank may, however, require that Customer deliver a paper copy of this Authorization and any other document that makes up part of the Agreement with a manual original signature.

Affiliates. By executing this Authorization, Customer, each Affiliate of Customer listed below (if any), and Bank agree that each such Affiliate shall have all of the rights and obligations of, and shall for all purposes be a party under the Agreement as a "Customer." An "Affiliate" of Customer is any entity that is directly or indirectly controlled by, controlling, or under common control with the Customer with the authority to access the Accounts of such Affiliate and use the Services under the terms of the Agreement. Customer represents, warrants and covenants to Bank that (i) each entity executing this Authorization as an Affiliate meets the definition of "Affiliate" and shall continue to meet such definition as long as the entity receives or uses the Services, (ii) the individual executing this Authorization is duly authorized to execute this Authorization on behalf of each Affiliate, and (iii) each Affiliate hereby agrees to be bound by the terms of this Authorization and the Agreement for the use of the Services.



AUTHORIZATION AND AGREEMENT FOR TREASURY MANAGEMENT SERVICES

CUSTOMER

IN WITNESS WHEREOF, this Authorization and the Agreement are agreed to and executed by an authorized representative effective as of the date set forth below ("Effective Date"); provided, that any Service shall not be effective or provided until Bank has notified Customer that the Services are implemented and active for use.

[CUSTOMER'S LEGAL NAME]

[Date]

[Signature of Authorized Representative]

[Signature of Authorized Representative, if two are required by Customer]

[Print Name of Authorized Representative]

[Print Name of Authorized Representative]

[Print title of Authorized Representative (include the legal name of any member, managing member, manager, or general partner who is signing and who is not an individual)]

[Print title of Authorized Representative (include the legal name of any member, managing member, manager, or general partner who is signing and who is not an individual)]

Contact Information. The contact information below may be used for giving notices to Customer and any Affiliate in connection with the Agreement as set forth in the General Provisions or any Service Terms. When you provide your email address, we may use it to send you important information about your application and account(s), as well as other useful products and services:

Address:

Email:

Telephone: ()

Fax: ()

AFFILIATES

IN WITNESS WHEREOF, this Authorization and the Agreement are agreed to and executed by an authorized representative of each Affiliate listed below as of the Effective Date; provided, that any Service shall not be effective or provided until Bank has notified Customer that the Services are implemented and active for use.

[Signature of Authorized Representative]

[Signature of Authorized Representative, if two are required by Customer]

[Print Name of Authorized Representative]

[Print Name of Authorized Representative]

☐ Affiliates listed below ☐ Affiliates listed on attached list

Affiliate Name:

Tax ID Number:

