

Disclosure Statement

We are pleased that you have chosen to take advantage of the convenience of our Check Writing and Electronic Funds Transfer (EFT) services provided to you through the Robert W. Baird & Co. Incorporated ("Baird") Cash Account and/or Baird's Cash Management Program ("Baird Account"). We are providing you with this Disclosure Statement so you can familiarize yourself with the operational and legal functions involved in the use of your Checks, Baird Debit Card, preauthorized credits, preauthorized debits and the EFT service. Please read this Disclosure Statement carefully as it contains important information about your rights and responsibilities concerning your usage and safekeeping of your Checks, Cards and Electronic Funds Transfers. Retain this along with your other Baird Account records to help answer any questions you may have in the future.

IMPORTANT

If you believe that:

- any of your Checks has been lost, stolen or forged
- your Card or personal identification number ("PIN") has been lost, stolen or become known to unauthorized persons, or
- someone has used or might use your Card or PIN without your permission

notify Baird by telephone at 888-792-7526 or by letter at Robert W. Baird & Co. Incorporated, Client Services, P.O. Box 139, Milwaukee, WI 53201-0139.

For other questions, telephone or write your Baird Investment Representative.

1. Definitions.

In this Agreement, the words **"you" and "your"** mean any holder or other authorized user of your Checks, Baird Debit Card or any authorized user of funds transfer services in connection with your Baird Account. The words **"we," "our" and "us"** mean Baird, the firm where you are maintaining your Baird Account, BNY Mellon (defined below) and/or Bank (defined below), as the context requires. **"Account" or "Baird Account"** means the Baird Cash Account and/or Baird's Cash Management Program. **"BNY Mellon"** means BNY Mellon Investment Servicing Trust Company, which is responsible for administration of the services (via the Bank) provided hereunder. **"Bank"** means, as the context requires: (i) PNC Bank, N.A., or any successor bank, solely with respect to Cards and Card Transactions, and/or (ii) The Bank of New York Mellon, or any successor bank, solely with respect to Checks, Checking Transactions and ACH Transactions. **"ACH Transaction"** means a transaction cleared through the Automated Clearing House. **"ATM"** means Automated Teller Machine. **"ATM Withdrawal"** means a Card Transaction in which you receive money from an ATM. **"Authorization"** means a Transaction in which you authorize others to place a hold on your Available Balance to ensure future payment. **"Available Balance"** is the amount Baird has transmitted to BNY Mellon as available for your Account. **"Banking Services"** means the Check writing, related ACH Transaction and debit card services provided under the Agreement. **"Agreement"** means this agreement and disclosure statement made among Client, Baird, BNY Mellon and Bank related to Check writing, related ACH Transactions and debit cards. The Agreement is separate and distinct from your brokerage agreement with Baird. **"Business Day"** means Monday through Friday, excluding federal holidays, except as noted below for ATM Withdrawals, Cash Advances, Purchases and Authorizations. Although Baird's, BNY Mellon's or Bank's offices may be open on certain holidays, these days are not considered Business Days for purposes related to the transfer of funds. (1) For ATM Withdrawals, we consider there to be seven Business Days each week for purposes of imposing security limits on the number and amount of Withdrawals you can perform at an ATM. For these purposes, Business Days begin at 12:00 a.m. midnight Eastern Time. (2) For Cash Advances, Purchases, and Authorizations: (a) We consider there to be six Business Days each week for purposes of imposing security limits on the amount of Cash Advances, Purchases, and Authorizations you can perform. For these purposes Business Days begin at 6:00 a.m. Eastern Time. The period from Saturday at 6:00 a.m. to Monday at 6:00 a.m. Eastern Time is counted as one Business Day; and (b) We consider there to be seven Business Days each week for purposes of imposing security limits on the number of Cash Advances, Purchases, and Authorizations you can perform. For these purposes, Business Days begin at 12:00 a.m. midnight Eastern Time. **"Card," "Debit Card" or "Baird Debit Card"** means each magnetically encoded debit card provided to you through Baird's Cash Management Program. **"Card Transaction"** means those transactions which you can perform with your Card as more fully described below. **"Cash Advance"** means a Card Transaction in which you receive money back from a merchant or financial institution. Cash Advances do not include ATM Withdrawals. **"Check"** means the Checks issued on your Account. **"Check Transaction"** means those transactions that you initiate via a Check. **"Electronic Fund Transfer"** means

any transfer of funds initiated or authorized by you through an electronic payment system. Card Transactions and certain ACH Transactions are considered Electronic Fund Transfers. **"PIN"** means the personal identification number assigned to you for use with your Debit Card. **"Purchase"** means a Card Transaction in which you purchase goods or services. **"Regulation E"** means Regulation E (12 C.F.R. part 1005) issued by the Bureau of Consumer Financial Protection pursuant to the Electronic Fund Transfer Act (15 U.S.C. 1693 et seq.). **"Services"** means Check writing privileges, Card, ACH and related services. **"Transaction"** means those transactions which you can perform with your Cards and Checks as more fully described in this Agreement, as well as ACH Transactions. **"Unauthorized Transaction"** means a Transaction made by someone without your authorization and from which you received no benefit. An Unauthorized Transaction does not include: (a) a Card Transaction by a person to whom you furnished your Card or PIN unless you have notified us that Card Transactions by such persons are no longer authorized and we have had a reasonable opportunity to act on such notice; (b) a Transaction made or authorized by you with the intent to defraud; or (c) a Transaction made in error by us.

2. General Features of Services.

2.1. Available Balance.

2.1.1. Your Available Balance may fluctuate from day to day because it is dependent upon changes in the balance in your Account. The Available Balance is reduced shortly after BNY Mellon is notified of a Transaction, not when a sales draft or Cash Advance draft is paid. For example, your Account may be debited (and Available Balance reduced) on the day an item is presented by electronic or other means, or at an earlier time based on notification received by us that an item drawn on your Account has been deposited for collection at another financial institution.

2.1.2. You are prohibited from making a Transaction (such as making a Card Purchase or writing a Check) that exceeds your Available Balance. If you attempt to make a Card Transaction that will exceed your Available Balance, the Card Transaction will normally be declined. If your Account is overdrawn for any reason, you agree to deposit sufficient funds to cover the overdraft and any service charges immediately. Please see the Fee Disclosure Statement in the Welcome Kit for the current overdraft fees.

2.2. Payment for Transactions.

2.2.1. On a daily basis, BNY Mellon will notify Baird of the Transactions on your Account of which BNY Mellon becomes aware. Baird will make payments to Bank (via BNY Mellon) on your behalf on each Business Day that Baird receives notice of the Transactions.

2.2.2. You authorize Baird to charge your Account in order to pay for Transactions. Each Transaction shall be considered to be your direction to us to charge or reduce your Available Balance. **Baird will make payments for the charges in the following order of priority: cash in your Account and then available credit in your margin account.** When you use your Card, the charge or reduction to your Available Balance generally occurs immediately. With the exception of preauthorized Card Transactions, you have no right to stop payment on most Card Transactions. See the Stop Payment – Checks section below to learn how to stop payments on Checks you have written. See also the Preauthorized Transaction section to learn how to stop payments on preauthorized Card and ACH Transactions. Authorizations will reduce your Available Balance by the amount of the Authorization even if the Authorization does not result in a Transaction. Note that an Authorization will reduce your Available Balance until the Transaction is completed in whole or in part, or after the expiration of a time period specified by us.

2.2.3. If more than one person is authorized to sign on the Account, you authorize us to pay for Card Transactions on the authority of any one or more of the signatures of the individuals identified and carried on the Account record. See below for more information about joint accounts.

2.2.3.1. Unauthorized Use. Transactions should only be made by people who are authorized on the Account record. If you permit an unauthorized person to make a Transaction, you will be responsible for the full amount of the Transaction, even if the amount of actual use exceeds the amount you authorized.

2.3. Account Statements. Baird will send you an Account statement every month in which a Transaction was made. In any event, you will receive an Account statement at least quarterly. Your Account statements will include the following information for Card Transactions: the amount, location, Transaction date, posting date, and merchant name (when available). In addition, your Account statement will include your Check

writing and ACH activity during the period covered by the statement. Transactions from your Account may appear on the day after the Business Day the transaction took place. **Neither BNY Mellon nor Bank will send you separate statements listing Transactions.**

Your Responsibility to Examine Your Statement – Checks. As used in this section, the term “problem” means any error, alteration or unauthorized Transaction (including, but not limited to, forged or missing signatures and unauthorized wire transfers, excluding Electronic Fund Transfers) related to any Check Transaction(s) for your Account. Because you are in the best position to discover a problem, it is your responsibility to promptly examine your statement and report to Baird any problem related to your statement. None of us will be responsible for any problem related to a Check Transaction that:

- You do not report to Baird in writing within a reasonable time not to exceed 20 calendar days after Baird makes the statement available to you;
- Results from a forgery, counterfeit or alteration so clever that a reasonable person cannot detect it (for example, unauthorized Checks made with your facsimile signature device or that look to an average person as if they contain an authorized signature); or
- As otherwise provided by law or regulation.

You may not start legal action against any of us related to a problem unless: (a) you have given Baird the above notice, and (b) the legal action begins within one year after we send or make your statement available to you. If you make a claim against any of us in connection with a problem, each of us reserves the right to conduct a reasonable investigation before recrediting your account, with your cooperation. Any of us may request that you complete an affidavit of forgery or other proof of loss. If you refuse to sign such an affidavit, none of us will be liable to you for any loss arising from the problem.

For problems involving an electronic transaction, please refer to the “Electronic Fund Transfers” sections of this Agreement.

These time periods for you to examine your statement and report “problems” to Baird are without regard to the level of care provided or the commercial reasonableness of our practices, and without regard to whether copies or images of cancelled Checks are supplied or made available to you. **Contact Baird promptly if you do not receive your regular statement.**

Your Responsibility to Examine Your Statement – Cards. Please see the section below entitled “Electronic Fund Transfers.”

Your Responsibility to Examine Your Statement – ACH Transactions. Generally, ACH Transactions for consumer accounts are considered Electronic Fund Transfers. Please see the section below entitled “Electronic Fund Transfers.” For other ACH Transactions, please see “Your Responsibility to Examine Your Statement -- Checks” above. For ACH Transactions related to electronically represented Checks from consumer accounts, please see the subsection entitled “Consumer Electronic Check Representation.”

2.4. Foreign Transactions.

2.4.1. Foreign Transactions are Card Transactions or ACH Transactions completed outside the United States through your Account. All debits to your Account will be posted in U.S. dollars. Checks will generally not be accepted by banks outside of the United States. All Checks must be made payable in U.S. dollars.

2.4.2. Foreign Currency. Card Transactions made in a foreign currency are converted into U.S. dollar amounts by Visa, using its prevailing currency conversion procedure and rate. The currency conversion rate is generally either a wholesale market rate or a government-mandated rate in effect the day before the Card Transaction processing date. The currency conversion rate used on the processing date may differ from the rate in effect on the Card Transaction date or periodic statement posting date.

2.5. Fees. Refer to client fee disclosure on Fee Disclosure Statement, which is included in the Welcome Kit and on Baird’s website.

2.6. Contact Information. Call Baird during any business day at 888-792-7526. Or write to Baird at 777 E. Wisconsin Ave., Milwaukee, WI 53202. When calling or writing, you must provide your account number and other identifying information.

2.7. Documentation. We may add images of your application with respect to the services provided in connection with this Agreement to our electronic document storage systems. After doing so, the original documents may be destroyed. Any future copy from that system will be acceptable for all purposes as if it is the original.

2.8. Adverse Claims. If any of us receives a claim to all or a portion of your Account (including but not limited to a dispute over who is an authorized signer or owner), we may place a hold on all funds subject to the claim. The hold may be placed for such time that is reasonably necessary to allow a court to decide on the claim. None of us will be responsible for any items that are not paid because of the hold. You may be

liable to reimburse each of us for expenses, including attorneys’ fees and expenses, arising out of such competing claims.

2.9. Safeguard Your Checks. You may not be able to recover amounts withdrawn through the unauthorized use of Checks if you have not taken reasonable care in safeguarding your Checks or promptly notified Baird of their unauthorized use.

3. Card Transactions.

3.1. Conveniences.

3.1.1. ATM Withdrawals. You can use your Card to withdraw cash from your Account at ATMs displaying the Visa® or PLUS® logos.

3.1.2. Cash Advances. You can use your Card to receive Cash Advances from your Account through financial institutions that honor Cards bearing the Visa logo.

3.1.3. Purchases/Authorizations. You can use your Card to purchase goods and services (Purchases) from merchants honoring Visa. You may also use your Card to authorize others to place a hold on your Available Balance to assure future payment (Authorizations).

3.1.4. Pay Bills. If the merchant is agreeable, you can pay bills directly by telephone from your Account in the amounts and on the days you request.

3.1.5. Visa Account Updater (VAU). VAU is a free account service in which each Card is automatically enrolled. The service automatically updates your payment information when a Card is re-issued to merchants who participate in VAU in an effort to facilitate uninterrupted processing of your recurring charges. This service provides updates to a Visa database only. The database is accessed by those participating merchants seeking your account information after you have requested they process a recurring payment or payments. Not all merchants participate in automatic updates. Updates are not guaranteed before the next billing cycle. If at any time you wish to opt-out of the VAU service or if you have any questions, please call the Toll Free Number on the back of your card.

3.2. Out-Of-Network Surcharges. An out-of-network surcharge may be imposed for ATM usage (including Transactions and balance inquiries).

3.3. Cancellation of Card. The Card may be cancelled by any of us at any time without prior notice and will remain the property of Bank. Without limiting the foregoing, your Card will be cancelled effective with the closing of your Account.

3.4. Restrictions.

3.4.1. Purchasing Securities. You may not use your Card to purchase securities.

3.4.2. Internet Gambling. You may not use your Card for Internet gambling.

3.4.3. Illegal Activities. The use of your Card for illegal activities is prohibited.

4. Check Writing and ACH Privileges.

4.1. Check Writing Application and Checks. If you have requested Check writing privileges for your Account, Baird must first approve your application. Upon such approval, we will provide you with Checks.

We may refuse any withdrawal that you attempt on forms not approved by us or by any method we do not specifically permit.

Each Check must be properly completed and signed by an authorized signer (as described below).

In writing Checks, we strongly suggest that you date them with a current date. We will not have liability to you for paying Checks which are postdated, stale dated or do not bear a date. If you do not wish us to pay a Check you have issued, you should place a stop payment order with us. Please refer to the Stop Payment – Checks section of this Agreement.

4.2. Authorized Signers. In this document, the words “authorized signer” mean any of the following persons:

- Any person (other than a ward, conservatee or beneficiary) listed on a signature card, application, resolution or certificate of authority as being authorized to make withdrawals by Check, or otherwise, from your Account;
- Any person who has a “power of attorney” or is an attorney-in-fact, agent, guardian, personal representative, trustee, custodian or some other fiduciary capacity (collectively, an “agent”) to act for an owner;
- Any person whom you authorize to make withdrawals by Check, or otherwise, from your Account; or
- Any person to whom you make your checkbook or your checking account number available.

The words “owner” and “owners” mean all persons (other than a ward, conservatee or beneficiary) listed on a signature card or application but not persons who are authorized signers only because they are acting as an agent. Each of BNY Mellon and Bank is authorized to follow the directions of your agent regarding your Account until

it receives written notice that the agency or fiduciary relationship has been terminated and has had reasonable time to act upon that notice. We will not be liable to you in any way if your agent misapplies any of the funds from your Account. We have the right to review and retain a copy of any power of attorney, agency agreement, trust agreement, court order or other document that has established the agency or other fiduciary relationship. For corporate, limited liability company, and partnership accounts, the corporation, limited liability company or partnership is the "owner."

4.3. Multiple Required Signature Accounts. If you (a) have specified that some or all Checks must be signed by more than one person, (b) have specified that the authorized signers for Checks in one category are different than those for another Check category or (c) use Checks that require multiple signatures, you acknowledge that those restrictions are for your internal use only and do not bind us even if you have made us aware of them in writing or otherwise. Baird reserves the right to refuse to allow persons to open accounts with these types of restrictions.

4.4. Facsimile Signatures. You may wish to use a facsimile signature stamp or other mechanical signature device to sign Checks or other orders relating to your Account. If you do, we will, without contacting you, debit the Account for items bearing an imprint that looks substantially like your authorized mechanical signature, whether or not such items bear the actual facsimile signature stamp. You agree to notify us and give us a sample imprint if you plan to use such a device. If you do not give us a sample, this section still applies to your use of the device. You are responsible for the security of any mechanical signature device. We will not be responsible for payment of unauthorized items bearing an imprint from, or similar to, your authorized mechanical signature.

4.5. Check Transactions. Checks can be used for, or may result in, the following Transactions:

- Check writing capabilities; and
- Electronic Fund Transfers (e.g., certain Transactions via the Automated Clearing House).

4.6. Copies of Cancelled Checks. We will not return to you Checks that have been paid against your Account. At your request we shall provide you with photocopies or image copies of Checks paid against the Account or other Account documentation, if such Checks or documents are available to us under our record retention policies. If you request a copy, we may impose a processing fee.

4.7. Refusing Payment on Your Checks. If one of your Checks is presented for payment and there are not sufficient available funds available in your Account, or if the Check is not properly signed or contains some other irregularity, we may refuse payment and return the Check to the person who presented it. It may not be possible for us to verify whether an endorsement by a corporation or other business entity is valid, or whether an endorsement by someone other than the person presenting a Check for payment is valid.

4.8. Stop Payments – Checks.

a) Checks. Unless otherwise provided, the provisions in this section cover stopping payment of Checks. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, are mentioned elsewhere.

b) Oral and Written Orders. You are generally permitted to make stop payment orders orally – telephone is the most common medium used. To request a stop payment, please call Baird at 888-792-7526. When you place your stop-payment order, the service representative will tell you what information is needed to stop payment. If you provide your stop-payment order in writing with respect to an individual Check, you must provide the following information to Baird: Check writing number; amount; Check number; name of party to be paid; date; and your name and address.

In addition, you are generally permitted to make a stop-payment order on a range of Checks. If you provide your stop-payment order for a range of Checks in writing, you must provide the following information to Baird: Check writing number; Check numbers of the first and last Checks in the range; and your name and address.

The stop-payment order information you provide must be exact since stop-payment orders are handled by computers. If your information is not exact, we cannot guarantee that your order will be completed, and we will not be responsible for failure to stop payment.

c) Who and For How Long. You may stop payment on any Check whether you sign the item or not.

Oral stop-payment orders are generally effective for only 14 calendar days, unless confirmed in writing during that time. Written stop-payment orders (and oral orders confirmed in writing) are generally effective for six months from the date of the original order.

We are not obligated to notify you when a stop-payment order expires. Unless you renew the stop payment in writing for another six months, a Check may be paid even though it is a stale Check. We will accept stop-payment orders from any person with

signing authority on your Account, regardless of who wrote the Check(s). If you want to reverse a stop-payment request, you must contact Baird, not BNY Mellon or Bank. As a security measure, BNY Mellon and Bank will accept reversals of stop-payment requests only from Baird.

d) Indemnity. If you stop payment on a Check and any of us incurs any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees.

By using Baird's Check writing services, you assign to each of us all rights against the payee or any other holder of the item and agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item might be entitled to enforce payment against you despite the stop-payment order.

If a Check or Transaction is inadvertently permitted despite a stop-payment order, the following rules will apply:

- You will have to prove to BNY Mellon and Bank that you have suffered a loss and, if so, the amount of the loss;
- BNY Mellon and Bank will be able to enforce any rights that the original payee or any other person who held the Check had against you; and
- The Account will not be recredited until you prove your loss and we are satisfied that we are required by law to do so.

e) Cutoff Time. BNY Mellon and Bank must receive a stop payment order in time to give each a reasonable opportunity to act before its stop-payment cutoff date. The law provides additional limitations on BNY Mellon's and Bank's obligation to stop payment. (For example, you cannot stop payment on an item that has already been paid.)

f) Charges. Stop payment orders are subject to our current charge for that service.

4.9. Inconsistent Amounts. Checks are processed by computers. The Check amount in numerals is the one encoded on the Check to be read by the computer. You agree that if the Check amount in words is different from the amount in numbers, we may charge against your account the amount in numbers instead of the amount in words.

4.10. Consumer Electronic Check Representation.

a) Generally. If you write a Check on a personal account that is returned unpaid because of insufficient or uncollected funds, the depositor of the Check or the depositor's bank may resend ("represent") the Check electronically. That is, the depositor or the depositor's bank may send Bank an electronic instruction ("electronic represented Check") to charge your Account in the amount of the Check.

b) Handling of Electronic Represented Checks. If BNY Mellon receives an electronic represented Check from the depositor or the depositor's bank via Bank, BNY Mellon will pay or return the electronic represented Check as if the original paper Check were being represented to it. The part of this Agreement titled "Electronic Fund Transfers" will not apply to any electronic represented Check.

c) Stop Payment. If you wish to stop payment of any electronic represented Check, you must follow the procedures contained in the section for stopping payment of Checks, not the procedures contained in the section for stopping payment on Electronic Fund Transfers.

4.11. Insufficient Funds. If one of your Checks is presented for payment and there are not sufficient funds available in your Account, Baird may cause Bank (via BNY Mellon) to pay or refuse to pay any or all such items in our discretion. We may also charge your Account a service charge, regardless of whether we pay the item or return the item unpaid. You have no right to request that any certain item be paid, and we have no responsibility for paying or returning any item requested. If your Account is overdrawn for any reason, you agree to deposit sufficient funds to cover the overdraft and our service charge immediately.

A determination of your Account Balance for purposes of making a decision to dishonor an item for insufficiency of available funds may be made at any time between the receipt of such presentation or notice and the time of payment or return of the item or debit, and no more than one such determination need be made. Baird will determine your Account Balance based on information provided from time to time by BNY Mellon. This information may not be accurate at the time a particular item is presented to BNY Mellon. You authorize BNY Mellon and/or Bank to return items for insufficient funds based on information provided by Baird.

If there are sufficient funds to cover some but not all of your Transactions, Baird will allow those Transactions that can be paid, in any order convenient to us. If, in our sole discretion, we choose to allow Transactions for which there are not sufficient available funds, you agree to repay us immediately the amount of the funds advanced to you. We may also assess your Account a service charge. At no time shall we be required to allow you to overdraw your Account even if we had allowed such activity on one or more prior occasions.

We are not required to notify you if we refuse to pay a Check you have written, if we pay a Check that overdraws your Account or if we impose a fee in connection with

either of these events.

4.12. Use of Check Images and Substitute Checks.

You agree that we may debit your Account for a Check image of an original Check presented for payment or collection. In this situation, we may debit your Account without receipt of, or review of, the original Check associated with the Check image. In our sole discretion, we may return to a presenting bank, returning bank or paying bank or credit to your Account a paper copy or paper representation of an original Check (including without limitation an image replacement document or a photocopy) drawn on or returned to your Account that does not otherwise meet the technical or legal requirements for a substitute Check.

You agree that a Check image that is received or created by Bank in the Check deposit, collection or return process shall be considered a "Check" and/or an "item" for all purposes under this Agreement and applicable law.

In addition, a Check that you write may be truncated in the Check collection process and replaced with a substitute Check. You authorize us to pay, process or return a substitute Check in the same manner as "Check" or "item" under Agreement. Substitute Checks are governed under the Check Clearing for the 21st Century Act ("Check 21 Act") and the terms of this Agreement, to the extent not modified by the Check 21 Act.

Notwithstanding the foregoing, you understand that your Checks are drawn on an omnibus account maintained by BNY Mellon (on behalf of Baird) with Bank, and that as a result, you are not considered a "consumer" as that term is used in the Check 21 Act.

You agree to indemnify and hold harmless us, our employees and agents from any loss, claim, damage or expense that you or any other person may incur directly or indirectly as a result of any action taken by us to process a Check image or substitute Check instead of the original Check, including the destruction of the original Check, as described above, to the extent permitted by applicable law.

4.13. Bank Branches. Bank need not pay any Check presented at a branch office. Bank reserves the right to refuse to cash or to impose a charge on anyone who asks Bank to cash a Check that you have written.

Even if your Check is otherwise properly payable, we will not be liable to you for the dishonor of your Check, or otherwise, as a result of such refusal.

4.14. Not a Bank Account. You should be aware that the Services are intended to provide easy access to assets in your Account, but that your Account is not a bank account. Assets in the Account are not deposits or obligations of, nor insured or guaranteed by, the U.S. government, any financial institution (including BNY Mellon and Bank), the Federal Deposit Insurance Corporation or the Federal Reserve Board.

4.15. Automated Clearing House Transfers. Money can be credited to or debited from your Account because of ACH or other money transfer entries. These credits and debits are normally subject to additional rules of the money transfer system that processes them, such as the rules of the National Automated Clearing House Association and local ACH operating rules.

An ACH credit entry to your Account is provisional until the Bank receives final settlement through a Federal Reserve Bank or otherwise receives payment as provided in Section 403(a) of Article 4A of the Uniform Commercial Code. The Bank is entitled to a refund of the credit entry if it does not receive final settlement or payment. In that case, the person who originally sent the credit entry will be considered not to have paid you.

In addition, unless required by applicable law, Baird will generally not give you notice of the receipt of an entry by the Bank. Entries will, however, be included on your Account statement.

For instructions on how to make stop payment orders on preauthorized ACH payments, see Section 5.5.

5. Electronic Fund Transfers. This section applies to funds transfers governed by the Electronic Fund Transfer Act and Regulation E, and some additional transactions that are similar and related.

5.1. Types of Electronic Fund Transfers.

Card Transactions. See the section above entitled Card Transactions – Conveniences for the types of Electronic Fund Transfers you can make with your Card.

Check Transactions – Electronic Check Conversions. You may authorize a merchant or other payee to make a one-time electronic payment from your Account using information from your Check to:

- (i) Pay for purchases
- (ii) Pay bills

5.2. Limits on the Dollar Amount of Card Transactions. The ATM you use may have limits on the amount of cash that can be received at that machine. These limits may include transactional and daily limits. Sometimes a temporary lower limit per Business Day may be imposed for security purposes or when the Card Transaction volume in your Account exceeds normal conditions.

There may be other limitations stated in this Agreement or in other agreement(s)

between you and Baird.

There is a daily Card Transaction limit. ATM Withdrawals, Cash Advances, Purchases and Authorizations all count against these Card Transaction limits. In addition, there is a single Cash Advance Transaction limit and a daily Cash Advance Transaction limit per Business Day. The maximum ATM withdrawal limit, temporary lower ATM limit, daily Card Transaction limit, single Cash Advance Transaction Limit and daily Cash Advance Transaction limit are set forth in the Welcome Kit.

5.3. Limits on Frequency of Card Transactions. In addition to the dollar amount limits, we reserve the right to impose a limit on the number of Card Transactions you can make on any Business Day. For the purposes of maintaining security, we will not disclose that limit, except that you will be allowed to make at least five Card Transactions on any Business Day under normal conditions.

5.4. Retention of the Card. Your Card may be retained by any ATM, merchant or participating financial institution IF:

- the PIN is wrong after three attempts (certain ATMs may limit you to fewer attempts);
- you exceed the limits on dollar amounts and/or frequency of Transactions;
- your Card was reported lost or stolen;
- your Account has been closed;
- your Card expired or was replaced;
- the machine is not operating properly; or
- there are other legitimate business reasons.

5.5. Preauthorized Transactions.

Preauthorized ACH Credits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, the person or company making the deposit should tell you every time they send us the money. You can call us at 888-792-7526 to find out whether or not the deposit has been made.

Preauthorized Payments.

Stop Payment – Recurring Payments. If you have told us in advance to make regular payments out of your Baird Account, you can stop any of these payments. To do so, call us at 888-792-7526 and select Option 0 between the hours of 8:30 a.m. and 6 p.m. CT during any Business Day, or write us at Robert W. Baird & Co. Incorporated, Client Services, P.O. Box 139, Milwaukee, WI 53201-0139, in time for us to receive your request three Business Days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. You will be charged \$10 for each stop-payment order you give.

Notice of varying amounts. If these regular payments may vary in amount, the person you are going to pay should tell you, 10 days before each payment, when it will be made and how much it will be.

(You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

Notice of date change. If the person you are going to pay changes the scheduled due date of preauthorized payment, that person should provide you at least seven calendar days' notice.

Liability for failure to stop payment of recurring preauthorized transfer. If you order us to stop a recurring payment three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

Stop Payment – Single Payment. With respect to an individual Card or ACH payment:

General. If you desire to stop a single Card or ACH payment, contact us at the phone number or address above. We will stop the payment if we have a reasonable opportunity to act upon the stop-payment request prior to acting on the Transaction. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. (We will charge you for each stop-payment order you give.) The amount of the stop-payment charge is set forth in the Fee Disclosure Statement.

Liability for failure to stop payment of single preauthorized transfer. If you order us to stop a single Card or ACH payment, we have a reasonable opportunity to act upon the stop payment request prior to acting on the Transaction, but we do not do so, we will be liable for your losses or damages.

5.6. Card Transaction Receipts. You can get a receipt at the time you make Card Transactions, except for Card Transactions you make by telephone, mail or via the Internet. In addition, receipts may not be provided for Purchases of \$15 or less or for Card Transactions performed outside the United States. Card Transactions will also be reflected on your Account statement. See also, Loss, Theft or Unauthorized Card Transactions. Merchants generally maintain receipts of Card Transactions for twelve

months, which merchants are not required to provide unless requested in connection with fraud investigation or legal purposes. If you call Baird, we will attempt to obtain copies of drafts. If you request a copy of a sales draft, your Account may be charged a fee (as described in the Fee Disclosure Statement), plus the amount of any third-party fees to obtain the sales draft.

5.7. Loss, Theft or Unauthorized Transactions. If you believe your Card or PIN has been lost or stolen, call 800-382-4369 or write to Baird at the address on the first page of this Agreement. You should also call this number or write us if you believe a transfer has been made using the information from your Check without your permission.

5.8. For Your Protection – Notify Baird Promptly.

5.8.1. You must tell Baird AT ONCE if you believe your Card has been lost or stolen or an unauthorized person may know your PIN, or if you believe that an electronic fund transfer has been made without your permission using information from your Check. Telephoning is the best way of keeping your potential losses to a minimum. **You could lose all the funds in your Account (plus the maximum amount available through your margin account).** If you tell Baird within two Business Days after you learn of the loss or theft of a Card or PIN, you can lose no more than \$50 if someone used your Card or PIN without your permission.

TO PROTECT YOUR ACCOUNT AND LIMIT YOUR LIABILITY, WE RECOMMEND THAT YOU:

- **DO NOT PROVIDE ANYONE WITH YOUR PIN;**
- **DO NOT WRITE YOUR PIN ON THE CARD;**
- **DO NOT CARRY YOUR PIN IN YOUR WALLET WITH THE CARD; AND**
- **DO NOT TELL ANYONE YOUR PIN, NOT EVEN SOMEONE FROM BNY MELLON, BANK OR BAIRD.**

5.8.2. If you do NOT tell Baird within two Business Days after you learn of the loss or theft of your Card or PIN, and Baird can prove it could have stopped someone from using your Card or PIN without your permission if you had told them, you could lose as much as \$500.00. With respect to ACH Transactions, you will generally not be liable for Unauthorized Transactions unless you fail to notify us within the time period as described in the next paragraph.

5.8.3. Tell Baird AT ONCE if you believe your statement shows transfers that you did not make, including those made by card, code or other means. You could lose all the money in your Account (plus the maximum amount available through your margin account). If you do not tell Baird within 60 days after the statement was FIRST mailed to you, you may not get any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told Baird in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

5.9. Errors and Questions.

5.9.1. In case of errors or questions about your Electronic Transfers. Telephone us at 888-792-7526 or write us at PO Box 139; Milwaukee, WI 53201-0139 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

5.9.2. Information to Provide. If you tell Baird orally, we may require you to send BNY Mellon your complaint or question in writing within 10 Business Days. Baird will need the following information:

- Your name, your Account number, your address, and the date of the Transaction;
- A description of the error or Transaction in question, explaining as clearly as possible why you believe it is an error or why you need more information;
- The dollar amount of the Transaction and, if different, the amount of the suspected error.

5.9.3. Timing of Error Resolution Process. Except as otherwise stated in this Agreement, we will determine whether an error occurred within 10 Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 calendar days to investigate your complaint or question. In this event, we will generally re-credit your account within 10 Business Days for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days, we need not re-credit your Account or we may reverse any credit previously made to your Account. Margin accounts need not be re-credited during our investigation.

5.9.3.1. Foreign Transactions. For Card Transactions initiated outside the United States, the applicable time period for investigations shall be 90 calendar days in place of 45 calendar days.

5.9.3.2. Point-of-Sale Transactions. For point-of-sale transactions (for example, Purchases at a merchant and Cash Advances), the applicable time period for investigations shall be 90 calendar days in place of 45 calendar days.

5.9.3.3. New Accounts. For Accounts that have been open for 30 calendar days or less, the applicable time periods for action stated in Section 5.9.3 shall be 20 Business Days in place of 10 Business Days and 90 calendar days in place of 45 calendar days.

5.9.3.4. Informing You of the Results. In any case, we will tell you the results within three Business Days after we complete our investigation. If we decide that there was no error, we will reverse the applicable credit and send you a written explanation. You may ask us for copies of the documents that we used in our investigation.

5.10. Our Liability for Failure to Complete Electronic Fund Transfers.

If we do not complete an Electronic Fund Transfer to or from your Account on time or in the correct amount according to this Agreement, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance if:

- Through no fault of ours, you did not have enough money in your Baird Account to complete the Transaction;
- An ATM, other device, Card or computer system was not working properly;
- The ATM or other device you were using for the Transaction did not have enough cash;
- The ATM or other device you were using for the Transaction was unable to process the Transaction and you knew about the breakdown when you started the Transaction;
- Your Account was frozen (due to, for example, a court order or other similar reason) and we were not permitted to make the Transaction;
- Circumstances beyond our control (such as fire or flood) prevented the Transaction despite the reasonable precautions that we have taken;
- You failed to enter your correct PIN after the maximum number of attempts permitted;
- You failed to use the ATM, other device, Card or computer system in accordance with instructions;
- We had refused to complete the Transaction for security reasons; or
- We had reason to believe that the requested Transaction is unauthorized.

There may be additional exceptions stated elsewhere in this Agreement or otherwise notified to you by us or in your other agreements with Baird. None of us will be responsible for any person's actions in refusing to honor or accept your Card or Checks or in taking possession of your Card. In any case, we will be liable only for actual proven damages if the failure to make the Transaction resulted from a bona fide error by us despite our procedures to avoid such errors.

6. Confidentiality. You give us permission to share information with Baird, BNY Mellon and Bank. Under normal circumstances, we will not reveal any information about your Accounts to third parties. We will not reveal any information to third parties about your Account and your Transactions EXCEPT: (1) you hereby authorize us to share information concerning your Transactions with Baird, BNY Mellon and Bank, (2) where it is necessary for completing your Transactions or providing any related Card and/or Check benefits to you, (3) in order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant, (4) in order to comply with laws or with orders of subpoenas of government agencies or courts, (5) if you give us written permission, (6) to other persons and entities in order to resolve disputes arising from Transactions or (7) in the circumstances contemplated by Baird's Privacy Policy, as furnished to you separately and updated or amended from time to time by Baird.

7. Disputes Involving Your Account. To the fullest extent permitted by law, you agree to be liable to us for any loss, costs or expenses, including reasonable attorneys' fees, that we may incur as a result of any dispute involving your Account. To the fullest extent permitted by law, you authorize us to deduct any such loss, costs or expenses from your Account without prior notice to you. This obligation includes disputes between you and us involving the Account and situations where we become involved in disputes between you and an authorized signer, another joint owner, or a third party claiming an interest in the Account. Also, it includes those situations where you, an authorized signer, another joint owner, or a third party take some action with respect to the Account that causes us to seek the advice of counsel, even if we do not actually become involved in the dispute.

8. Our Duty of Care. The duty of care of Baird, BNY Mellon and Bank to you is satisfied if reasonable procedures are followed. Unless we have specifically agreed with you in writing, our duties will not include monitoring nonstandard instructions or other legends appearing on Checks. We shall be deemed to have exercised ordinary care as to your signature if we process your Check by automated means only (so as to clear the largest number of Checks at the lowest cost to customers) or if any unauthorized signature or alteration is so skillfully made that a reasonably careful person would not readily detect it. A clerical error or mistake in judgment is not to

be considered a failure to meet the duty of care of Baird, BNY Mellon or Bank. The obligations of Baird, BNY Mellon and Bank are set forth in this Agreement. None of Baird, BNY Mellon or Bank is liable for the obligations of the others.

9. Joint Accounts.

9.1. If this is a joint Account, unless you notify Baird otherwise and provide such documentation as Baird requires, your Account shall be held by you jointly with rights of survivorship. Each joint tenant irrevocably appoints the other as attorney-in-fact to take all action on his or her behalf and to represent him or her in all respects in connection with this Agreement. We shall be fully protected in acting upon the instructions of either of you, in sending confirmation advice, notices or other communications to either of you, or in otherwise dealing with either of you. Each of you shall be liable, jointly and individually, for any amounts due to us pursuant to this Agreement, whether incurred by either or both of you.

9.2. If "you," the authorized user(s) of Checks, Baird Debit Card or funds transfer services in connection with your Baird Account, shall consist of more than one individual, the obligations of all such persons under this Agreement shall be joint and several. Each joint accountholder (Accountholder) has authority, acting individually and without notice to the other Accountholder, to deal with us as fully and completely as if the Accountholder is the sole Accountholder. We are authorized to follow the instructions of any joint Accountholder. We are not responsible for determining the purpose or propriety of an instruction we receive from any Accountholder or for the disposition of payments or deliveries among joint Accountholders. Any notice we send to one Accountholder will be deemed notice to all Accountholders.

10. MISCELLANEOUS.

10.1. Scope and Transferability. This Agreement shall cover all aspects of the Check writing privileges, Card services and associated Electronic Fund Transfers described herein and shall inure to the benefit of our successors, whether by merger, consolidation, or otherwise, and assigns. We may transfer your Account to our respective successors and assigns, and this Agreement shall be binding upon your heirs, executors, administrators, successors and assigns. You cannot transfer ownership of an Account without Baird's permission. Please contact Baird if you need to change the ownership of an Account. This does not limit your ability, where otherwise permitted, to access your Accounts by writing Checks, using your Card or via other associated Electronic Fund Transfers. None of us is bound by any transfer of ownership or assignment unless we agree separately in writing to be bound by it.

10.2. Terminating Your Checking and/or Card Services. Baird, BNY Mellon, Bank or you may terminate this Agreement, including the use of Check writing services, Cards or other services, if applicable, at any time, without closing your Account. Without limiting the foregoing, your Card will be cancelled and your Check writing services, Cards or other services, as applicable, terminated effective with the closing of your Account. You shall remain responsible for authorized charges that arise before or after such cancellation or termination. In the event of cancellation or termination for whatever reason, you shall promptly destroy all Checks and Cards. Failure to do so may result in a delay in our complying with your instructions regarding the disposition of assets.

10.3. Lawful Use. You agree to use your Account, Card, and Checks only for lawful purposes. By entering into this Agreement, you represent to us that you are not now aware of any pending or threatened criminal proceedings that could result in the loss of any money in your Account.

10.4. Garnishment, Execution and Attachment. If any of us is served with a legal process that tries to attach or in some way prevent you from freely using your funds, you give us the right to hold any portion of the funds during any time necessary to finally determine who has the legal right to the funds and pay any balance in the Account to the proper person or authority. All legal actions against your Account are subject to the right of set-off and security interest in favor of each of us.

10.5. Client Information. You agree to provide to us information that any of us is required by law or regulation to obtain from you.

10.6. Service Charges/Expenses. We may charge your Account for service

charges based upon Account activity, items returned unpaid, stop payment orders, garnishments, levies, copies or images of cancelled Checks or other services related to your account. We may change the amount of service charges from time to time. A list of such charges is on the Fee Disclosure Statement, which is included in the Welcome Kit and available on Baird's website. You agree to repay us all of our expenses, including attorneys' fees and legal expenses, to collect money you owe us because of your Account or for any dispute relating to your Account.

10.7. Extraordinary Events. To the fullest extent allowable under law, we are not responsible and you agree not to hold us liable for losses caused directly or indirectly by conditions beyond our control, including, but not limited to: war, natural disaster, terrorism, government restriction, exchange or market rulings, strikes, interruptions of communications or data processing services, news or analysts' reports, market volatility or disruptions in orderly trading on any exchange or market.

10.8. Applicable Law. Except where specified, this Agreement shall be governed by the laws of the Commonwealth of Pennsylvania and the United States of America, as amended.

10.9. Accounts That Are Not Consumer Accounts/Non-Personal

Accounts. If you are not a "consumer" as defined in Regulation E, none of us is required to respond to your questions about Transactions within the time periods specified in the section titled Electronic Fund Transfers, and the limitations on your liability for Unauthorized Transactions described above do not apply. Similarly, the parameters surrounding liability, confidentiality and documentation requirements with respect to Electronic Fund Transfers outlined above apply only with respect to Accounts established primarily for personal, family or household purposes.

10.10. Representations and Amendments. You agree that we shall have the right to amend this Agreement at any time by sending notice of the amendment to you. An amendment shall be effective as of the date we establish. If we make any changes to this Agreement that will affect you adversely (by increasing costs or liability to you or limiting access to your Account), we will notify you prior to the change as required by law. The change will automatically become effective unless, prior to the effective date, you notify us of your intention to terminate your Check writing privileges, Card or other services, as applicable. We reserve the right to make emergency changes for security reasons, without prior written notice to you. Additional restrictions may apply to services, and additional documentation may be required by applicable law or our policies and procedures. You agree to promptly comply with any such restrictions and requests for additional documents.

10.11. Severability. If and to the extent any term or provision herein is or should become invalid or unenforceable, then (i) the remaining terms and provisions hereof shall be unimpaired and remain in full force and effect and (ii) the invalid or unenforceable provision or term shall be replaced by a term or provision that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term or provision.

10.12. Headings. The headings of the provisions hereof are for ease of reference only and shall not affect the interpretation or application of this Agreement or in any way modify or qualify any of the rights or obligations provided for hereunder.

10.13. Recording Conversations and Monitoring Electronic

Communications. For the parties' mutual protection, you understand, agree, and expressly consent to Baird's, BNY Mellon's and Bank's electronic recordation of any of your telephone conversations with them and to Baird's, BNY Mellon's and Bank's monitoring of your electronic communications with them, including but not limited to email and facsimile transmission.

10.14. Priority of Agreements. In the event of any conflict between this Agreement and any other agreement you have with Baird, including the Agreement, this Agreement will control with respect to your Checks, Cards, ACH and any Transactions described herein.

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