

Master Transaction Agreement

This Master Transaction Agreement ("Agreement") contains the terms and conditions on which the Federal Home Loan Bank of Topeka ("FHLBank") will provide Services (as defined herein) to the institution listed in the applicable Enrollment Form ("Institution"). This Agreement shall become effective on May 6, 2024 and shall govern any such transactions taking place on or after that date.

Article 1 Services and Instructions

- 1.1 Services Terms and Conditions. This Agreement sets forth the terms and conditions by which FHLBank agrees to provide transaction banking and other services set forth in the Schedules attached hereto (collectively, the "Services") to Institution, which may be amended from time to time or additional Schedules may be added, all as posted on FHLBank's Website. Other terms and conditions may apply to specific Services. This Agreement incorporates other agreements with and policies of the FHLBank, such as the Deposit Agreement, the Member Products Policy, the Member Products and Services Guide and the Enrollment Form. If there is a conflict between the terms and conditions of this Agreement and one contained in the other agreements between Institution and FHLBank, unless otherwise expressly provided therein those other agreements will control to the extent of such conflict. If there is a conflict between the terms and conditions contained in a Schedule to this Agreement and any other provisions of this Agreement, the provisions of the Schedule shall control to the extent of such conflict. If there is a conflict between the terms and conditions contained in two Schedules to this Agreement, the provisions of the Schedule specific to the applicable Services in guestion shall control to the extent of such conflict.
- **1.2 Applications and Services Approval**. FHLBank offers a variety of products and services to meet its Institutions' unique banking needs. Institution's approval for use of any Service may be subject to underwriting criteria established by FHLBank from time to time. Institution agrees to provide to FHLBank such financial, business, and operating information as FHLBank may reasonably request in connection with its underwriting review and approval process. FHLBank is under no obligation to approve Institution for the use of any Service. The decision to approve Institution's use of any one or more Services is within FHLBank's sole discretion. FHLBank's records will be conclusive as to the Services it approves Institution using from time to time and the dates on which FHLBank approves Institution's use of such Services. For the purpose of this Agreement, FHLBank will be deemed to have approved Institution's use of a Service on the date FHLBank completes the activation of the Service for Institution on FHLBank's system.
- **1.3 Agreement to be Bound**. By signing (physically, electronically, or otherwise) or submitting (electronically or as otherwise provided by FHLBank) an account application or other form when requesting an account or other Services from FHLBank, or upon Institution entering into a Services transaction by an Administrator or Authorized User (as defined below) or by otherwise receiving Services from FHLBank, Institution



acknowledges that it and anyone acting on its behalf have received a copy of, have reviewed and understood, and agree to be bound by this Agreement.

- **1.4 Fees.** From time-to-time FHLBank may establish fees, rules, policies, and procedures regarding Services transactions, including establishing a part of a banking day during which it is open for the receipt, processing, and transmittal of payment orders, entitlement orders, or other Instructions (as defined below). Such fees shall be set forth in FHLBank's Member Products and Services Guide (with respect to fees, hereinafter referred to as the "Fee Schedule"), and such rules, policies, and procedures shall be set forth in the Member Products Policy, Member Products and Services Guide, or on FHLBank's website, any of which may be amended by FHLBank from time-to-time and shall be binding on Institution.
- **1.5** Administrators and Authorized Users. Institution agrees to appoint and designate two or more administrators (each an "Administrator") who will be authorized and responsible for creating certain Security Devices (as defined below) on Institution's behalf, including assigning and revoking access privileges for persons to use the Services on Institution's behalf (each an "Authorized User") and providing new and subsequent Security Devices to those Authorized Users, if this functionality is enabled by FHLBank. In the absence of such an express designation, the natural person that submits Institution's Administrator. Institution also agrees the Administrator and any Authorized User shall also have the authority on behalf of Institution to electronically accept and approve any and all agreements and amendments to agreements by and between FHLBank and Institution, including but not limited to this Account Agreement, as defined based on the authorities to which they have been granted pursuant to their access privileges.
- **1.6 Authorized User Designation.** Any system or form provided by FHLBank for Administrators to designate Authorized Users (each such system or form, whether electronic or paper, an "AUF"), as amended by FHLBank in its sole discretion from time to time, lists officers, employees, and/or agents who are authorized by Institution to act on its behalf for purposes of any particular Service or all Services available to Institution. Institution shall provide notice to FHLBank upon Institution's adding or removing any Authorized User by providing FHLBank an amended AUF reflecting its then-current Authorized Users. Until FHLBank has actually received an amended AUF and had a reasonable opportunity to act upon it, it shall be indemnified and held harmless from any loss suffered or liability incurred in continuing to act in reliance on the authority of any previous Authorized User.
- **1.7 Instructions.** FHLBank is authorized to accept, act upon and rely upon each of the following: (a) all signed, written statements given by an Administrator or Authorized User; and (b) all statements received by telephone, facsimile transmission, bank wire or other electronic process acceptable to FHLBank which it believes in good faith to have been given by an Administrator or Authorized User or which is transmitted with proper testing or authentication pursuant to terms and conditions that FHLBank may specify (in each such case, "Instructions").



Article 2 Institution Obligations

- **2.1 Institution's Representations, Warrants and Covenants.** Institution represents, warrants and covenants to FHLBank the following are and shall remain true, complete and correct at all times until the termination of this Agreement:
 - A. This Agreement has been duly and validly executed and delivered by Institution and its execution, delivery, and performance have been authorized by all necessary corporate actions;
 - B. Any person signing this document on behalf of Institution represents that its execution was authorized by appropriate action of the Board of Directors of Institution and that such action is duly reflected in the records of Institution;
 - C. All information that Institution provided to FHLBank in connection with any application for a Service, this Agreement, and any other agreement that Institution has entered into with FHLBank is true, correct, and complete, and Institution agrees to notify FHLBank promptly of any material change in such information and to provide FHLBank additional information if requested in FHLBank's discretion;
 - D. The Services that Institution receives or uses pursuant to this Agreement are for its business uses and purposes only; and
 - E. Institution shall not enter into any transaction hereunder that violates any law or regulation applicable to Institution or any supervisory or consent agreement with any regulatory body; including but not limited to the Bank Secrecy Act ("BSA") or any rules and regulations issued by the Office of Foreign Assets Control ("OFAC").

2.2 Security Procedures.

- A. In order to protect Institution and the FHLBank, FHLBank offers certain security procedures relative to the Services ("Security Procedures"). By accessing or otherwise making use of any of the Services, Institution acknowledges that it has reviewed FHLBank's Security Procedures and it agrees they constitute a commercially reasonable method of providing security against unauthorized transactions in light of the size, type, and frequency of transactions. FHLBank encourages Institution to take advantage of any procedures for a particular Service that FHLBank offers to support these agreed-upon procedures meeting Institution's needs.
- B. Institution consents to and agrees to comply with the Security Procedures and any other procedures FHLBank directs Institution to use, and Institution acknowledges and agrees the Security Procedures, including (without limitation) any (a) code, user ID, and/or password; (b) Secure Socket Layer (SSL) with at least 256-bit encryption; (c) multi-factor authentication that utilizes user IDs, passwords, geolocation, or facial recognition or other biometric elements; (d) challenge-response mechanism for forgotten passwords; (e) minimum password length settings; or (f) transaction dollar limits or other means, or methods of authentication or identification used as part of a Security Procedure (collectively, "Security Devices"), constitute commercially reasonable Security Procedures under



applicable law for the initiation of the Services Institution utilizes, including without limitation, transfers and access to confidential information. Institution authorizes FHLBank to follow any and all instructions entered and transactions initiated using applicable Security Procedures unless and until Institution has notified FHLBank, according to notification procedures prescribed by FHLBank, that the Security Procedures or any Security Device has been stolen, compromised, or otherwise become known to persons other than Institution or its representative(s) and until FHLBank has had a reasonable opportunity to act upon such notice. Institution agrees the initiation of a transaction or Instructions in accordance with the applicable Security Procedures constitutes sufficient authorization for FHLBank to execute such transaction or Instruction notwithstanding any particular designation by Institution of Authorized Users or signature requirements identified on any AUF or other documents relating to Institution's account(s) maintained with FHLBank, and Institution agrees and intends the submission of transactions and Instructions using the Security Procedures shall be considered the same as Institution's authorized written signature in authorizing FHLBank to execute such transaction or Instruction. Institution acknowledges and agrees that Institution shall be bound by any and all transactions initiated through the use of such Security Procedures, whether authorized or unauthorized, and by any and all transactions and activity otherwise initiated by Institution, to the fullest extent allowed by law. Institution further acknowledges and agrees the Security Procedures are not designed to detect error in the transmission or content of communications or transaction initiated by Institution and that Institution bears the sole responsibility for detecting and preventing such error. If Institution is unclear what the applicable Security Procedures are, it should contact FHLBank.

C. Institution agrees to keep all Security Devices and other Security Procedures protected, secure, and strictly confidential and to provide or make available the same only to its authorized representative(s). Institution agrees not to disclose or provide any Security Procedures to any unauthorized person. Institution also agrees that (a) no group or shared user IDs, passwords or other Security Devices will be issued; (b) that each Authorized User shall have his or her own user ID, password and other Security Devices (if applicable); and (c) that Authorized Users shall not share user IDs, passwords or other Security Devices with each other. Institution agrees it is responsible for obtaining, configuring and maintaining a secure malware-free computing environment including, without limitation, installing and maintaining up-to-date versions of firewall and anti-virus and antispyware/malware software. Where Institution has the ability to change or modify a Security Device from time to time (e.g., a password or user ID), Institution agrees to change Security Devices frequently in order to ensure the security of the Security Device, and in no event less frequently than required by FHLBank's applications and systems. Institution agrees to notify FHLBank immediately, according to notification procedures prescribed by FHLBank, if Institution believes that any Security Device or other Security Procedures has been stolen, compromised, or otherwise become known to persons other than Institution or its authorized representative(s) or if Institution believes that any transaction or activity is unauthorized or in error. In the event of any actual or threatened breach of security, FHLBank may issue Institution a new Security Device or establish new Security Procedures as soon as reasonably practicable, but FHLBank shall not be liable to Institution or any third party for any delay in taking such actions. Institution agrees to indemnify, defend all claims, and hold FHLBank harmless from



any loss, damages, or expenses, including but not limited to attorney's fees, caused by Institution or its employees' or agents' failure to keep the Security Procedures confidential and secure.

- D. If FHLBank complies with the Security Procedures to which Institution has agreed with FHLBank for a particular Service, FHLBank will not be liable for the amount of any transactions arising from the use of any Service to which the Security Procedures relate (including any recurring transfers so verified), whether or not they were authorized. In the event Institution does not agree to the Security Procedures developed by FHLBank and proposes instead alternative Security Procedures, FHLBank may agree or disagree to the alternative Security Procedures at its sole discretion and will only do so in writing. If FHLBank agrees to alternative Security Procedures, except as otherwise provided by applicable law, FHLBank will not be liable for the amount of any unauthorized transactions arising from the use of any Service whether or not the alternative Security Procedures were satisfied.
- E. FHLBank reserves the right to modify, amend, supplement, or cancel any or all Security Procedures, and/or to cancel or replace any Security Device, at any time and from time to time in its discretion. FHLBank will endeavor to give Institution reasonable notice of any change in Security Procedures; provided that FHLBank may make any change in Security Procedures without advance notice to Institution if FHLBank, in its judgment and discretion, believes such change to be necessary or desirable to protect the security of FHLBank systems and assets. Institution's implementation and use of any changed Security Procedures after any change in Security Procedures shall constitute its agreement to the change and its agreement the applicable Security Procedures, as changed, are commercially reasonable and adequate for the purposes intended.
- F. Institution agrees to follow the Security Procedures in exact detail and to take all steps necessary to ensure the Security Procedures are likely to be successful in the context of its business.
- **2.3 Events of Default.** Each of the following occurrences shall be events of default under this Agreement:
 - A. The breach by Institution of the terms and conditions of this Agreement or its default under any other agreement existing between Institution and FHLBank;
 - B. The failure of Institution to pay any amount due hereunder or to provide collateral as required hereunder; and
 - C. The breach by Institution of any representation, warranty, or covenant by Institution hereunder or the failure of any representation, warranty, covenant or information furnished by Institution in any context to be and remain true, correct and complete.
- **2.4 Remedies.** Upon the occurrence of an event of default FHLBank shall have all the rights and remedies as provided for in an event of default under this Agreement and shall have all other rights and remedies available at law or in equity to secure, collect, enforce, or satisfy Institution's obligations to FHLBank hereunder. All rights and remedies of FHLBank hereunder are cumulative of each and every other right or



remedy which FHLBank may otherwise have at law or in equity or under any contract or other writing for the enforcement of the security interest granted to FHLBank or the collection of any amount due hereunder.

2.5 Indemnification. Except as otherwise set forth herein, Institution agrees to defend, indemnify and hold harmless FHLBank and FHLBank's employees, officers, directors, correspondents, agents and subagents, assignees, and participants from and against any and all demands, actions, claims, losses, perils, liabilities, contentions, and any costs and expenses including attorneys' fees, whether or not a suit is instituted, arising out of or in any way incident or related to any of the Services provided for hereunder, provided, however, that no duty or indemnity shall exist when the liabilities, costs or expenses are incurred by reason of FHLBank's gross negligence or willful misconduct.

2.6 Limitation of Liability.

- A. FHLBank shall not be liable for any payment order, entitlement order, advance, or other Services transaction made or for any other action or inaction by FHLBank relating to such Services, nor any damages or losses arising therefrom, if such action or inaction is taken by an officer, agent, or employee of FHLBank pursuant to Instructions, written, electronic, or oral (including telephonic or facsimile), which such officer or employee reasonably and in good faith believes to be that of Institution's Authorized User. FHLBank shall only be liable for its gross negligence or willful misconduct hereunder.
- B. FHLBank shall not be liable for any error, discrepancy, or delay on the part of the intermediary bank, funds transfer system, or agent used by FHLBank in the transmission or the delivery of the Services, including through the cancellation, or amendment of any payment order, or related act. Furthermore, FHLBank shall not be held liable for failing to act or a delay in acting, if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions, pandemic, epidemic, acts of god, or other circumstances beyond FHLBank's control.
- C. FHLBANK SHALL ONLY BE LIABLE TO INSTITUTION FOR INSTITUTION'S ACTUAL DAMAGES THAT ARE CAUSED DIRECTLY BY FHLBANK'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN THE PERFORMANCE OF ITS OBLIGATIONS PURSUANT TO THIS AGREEMENT. IN NO EVENT SHALL FHLBANK BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), OR ATTORNEY'S FEES IN CONNECTION WITH FHLBANK'S ACCEPTANCE, REJECTION, OR PERFORMANCE OF THE SERVICES.
- D. Institution shall be responsible for any loss or damage resulting from Institution's breach of this Agreement or to which Institution's negligence contributed, or which resulted from unauthorized, fraudulent or dishonest acts by Institution's current and/or former Authorized Users.
- E. As between Institution and FHLBank, Institution shall bear all losses arising from any actions taken with respect to securities pursuant to this Agreement where an act or omission, whether or not authorized, of an officer, employee or agent of Institution contributed to such losses, and Institution shall bear all losses arising



from any action taken with respect to securities pursuant to this Agreement where FHLBank has acted on the basis of unauthorized instruction, unless FHLBank had actual knowledge the instructions were unauthorized.

Article 3 Miscellaneous

- **3.1 Applicable Law.** This Agreement is governed by the Federal Home Loan Bank Act, Rules and Regulations of the Federal Housing Finance Agency ("FHFA"), and policies, guidelines and directives of the FHFA, and the Member Products Policy, and Guidelines, and to the extent applicable and not inconsistent therewith, the laws of the State of Kansas. If any portion of this Agreement conflicts with applicable law, such conflict shall not affect any other provision of this Agreement that can be given effect without the conflicting provision, and to this end the provisions of this Agreement are severable.
- **3.2** Agreement Constitutes Entire Agreement. Except as set forth in this paragraph, this Agreement, which incorporates other agreements and policies of FHLBank, embodies the entire agreement and understanding between the parties hereto relating to FHLBank's and Institution's deposit accounts, payment orders, wire transfers, securities safekeeping accounts, letters of credit and other Services described in the Schedules to this Agreement, and supersedes all prior agreements between such parties that relate to this subject matter. With regard to letters of credit discussed in Schedule to this Agreement, those letters of credit issued by FHLBank prior to the execution of this Agreement shall continue to be governed exclusively by the terms of the prior agreements pursuant to which such letters of credit were issued, except that (a) any default thereunder shall constitute default hereunder, (b) collateral furnished as security hereunder shall also secure such prior letter of credit and (c) the rights and obligations with respect to such collateral shall be governed by the terms of this Agreement.
- **3.3 No Waiver of Rights**. A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise of any right, power, or privilege or the exercise of any other right, power or privilege. No waiver by FHLBank of any event of default shall be in effect unless in writing and signed by an authorized officer of FHLBank, and no such waiver shall be deemed a waiver of a subsequent event of default or be deemed to be a continuing waiver. No course of dealing between Institution and FHLBank or its agents or employees shall be effective to change, modify or discharge any provision of this Agreement or to constitute a waiver of any default.
- **3.4 Severability.** If any provision of this Agreement is held invalid or unenforceable to any extent or in any application, the remainder of this Agreement or the application of such provision to different persons or circumstances or in different jurisdictions shall not be affected thereby.
- **3.5 Successors and Assigns**. This Agreement shall be binding upon each of the parties, successors and permitted assigns. Institution may not assign any rights or obligations hereunder without the prior written consent of FHLBank. FHLBank may assign any or all of its rights and obligations hereunder or with respect to any advance or other indebtedness to any other party, without notice and without the consent of Institution.



- **3.6 Tape Recordings.** Institution consents and agrees that all telephone conversations or data transmissions between Institution and its agents and FHLBank may be recorded and retained by FHLBank by use of any reasonable means. FHLBank shall be entitled to rely upon, and shall not incur any liability for relying upon, any such oral or written request believed by it to be genuine and to have signed, sent or made by an Authorized User. Upon request by FHLBank, Institution agrees to deliver promptly to FHLBank a written confirmation of each oral request. If the written confirmation or any oral request differs in any material respect from the action taken by FHLBank, the records of FHLBank will control, absent manifest error.
- **3.7 Banking Days.** The term "banking days" as used in this Agreement shall mean any day, other than Saturday, Sunday or federal holidays, that FHLBank is open for business.
- **3.8** Notices. Any written notice or other written communication required or permitted to be sent to Institution by FHLBank shall be (a) delivered, or sent by United States registered or certified mail, postage prepaid, or by private delivery service to the most recent address that Institution has provided to FHLBank, unless another address is substituted by notice delivered or sent as provided herein, (b) delivered by facsimile, or (c) delivered electronically in compliance with applicable federal and state laws and regulations and this Agreement. For purposes of the foregoing, unless otherwise provided in this Agreement, any notice from FHLBank to Institution is deemed effective once deposited in the United States mail or with a private delivery service, if by mail or hand-delivery; when the facsimile is sent; or if electronic, when the electronic communication is sent, posted, or otherwise made available to Institution. Any written notice or other written communication required or permitted to be given by Institution to FHLBank shall be delivered, or sent by United States registered or certified mail, postage prepaid, to FHLBank at:

Federal Home Loan Bank of Topeka Attention: Member Products P.O. Box 176 Topeka, KS 66601

3.9 Amendments/Modifications. Except as otherwise required by law, FHLBank may amend this Agreement at any time. FHLBank will usually provide advance notice of such changes to Institution but may not where such notice is impracticable or poses risk to the FHLBank, or for any other reason in FHLBank's sole, reasonable discretion. If Institution uses any Services provided for by this Agreement after receipt of such notice of amendment, such use shall be deemed acceptance of the terms of the amendment.

3.10 Termination of Agreement.

A. This Agreement shall terminate (a) for members, upon satisfaction of all outstanding credit obligations following Institution's termination of membership or (b) for non-members, upon satisfaction of all outstanding credit obligations following the mutual written agreement of both Institution and FHLBank. If Services are so terminated, Institution authorizes FHLBank, if applicable to the Service(s) that is terminating, to continue making transfers that Institution has



previously authorized and to continue to charge otherwise applicable fees until such time as the FHLBank has had a reasonable opportunity to act upon such cause for termination. Once the FHLBank has acted upon such cause for termination, if applicable to the terminated Service(s), FHLBank will make no further transfers from Institution's accounts, including any transfers Institution has previously authorized.

- B. FHLBank may terminate or temporarily suspend this Agreement at any time by providing written notice to Institution.
- C. If FHLBank terminates Institution's use of any applicable Service (upon Institution's request or otherwise), FHLBank reserves the right to make no further transfers from Institution's accounts, including any transactions FHLBank has previously authorized.
- D. No such termination shall affect the liability of any parties on any letters of credit or confirmations which have been issued and delivered to a beneficiary prior to such termination; however, at the option of FHLBank, any termination shall render null and void any unexpired letters of credit or confirmations which have been issued but which have not been delivered to a beneficiary. Institution agrees that upon such termination, if any letters of credit or confirmations are then outstanding hereunder, it shall maintain with FHLBank deposits or other collateral in such amount and form as FHLBank shall require securing the outstanding letters of credit or confirmations.
- **3.11 Survival**. All representations, warranties, and obligations of Institution shall survive any termination of this Agreement.

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Product Schedules

- Deposit Accounts Schedule A
- Electronic Funds Transfer Schedule B
- Schedule C Institutional Custody
- Schedule D Letters of Credit
- Schedule E
- Housing and Community Development Programs



Schedule A Deposit Accounts

- **1.1 Deposit Accounts.** FHLBank may establish one or more Institution deposit accounts with such maturities and bearing such interest as FHLBank may determine from time to time.
- **1.2 Charges to Institution's Account.** FHLBank may charge Institution's deposit account(s) for amounts due FHLBank arising in connection with services performed or transactions initiated on behalf of Institution, in accordance with the Fee Schedule, and Institution agrees to pay such charges.
- **1.3 Security Interest.** Institution hereby grants to FHLBank a security interest in all deposit accounts in order to secure any and all obligations of Institution to FHLBank or its affiliates now or hereafter existing. Institution authorizes FHLBank to exercise all rights and remedies available to secured creditors in the event of default on any obligation, without notice to Institution, including, but not limited to, the right to set off any deposits against any obligation, without notice to Institution.
- **1.4 Overdrafts.** If an overdraft occurs in Institution's account, FHLBank may, at its option, charge a fee in accordance with the Fee Schedule to Institution's deposit account. Institution acknowledges and agrees that FHLBank may from time to time, in its sole discretion, change the overdraft fee set forth in the Fee Schedule.
- **1.5 Rules and Regulations.** Any such deposit accounts shall be subject to and governed by the Rules and Regulations Governing Deposit Accounts as adopted by FHLBank from time to time.



Schedule B Electronic Funds Transfer

1.1 Authority.

- A. Institution authorizes FHLBank to execute payment orders through electronic funds transfer ("EFT") or automated clearing house ("ACH") when transferring funds from or to any deposit account now or hereafter maintained by Institution with FHLBank to or from any account of Institution or any third party, whether such account is maintained at FHLBank or any other financial institution upon FHLBank's receipt of Instructions, from any of Institution's Authorized Users set forth in the AUF. Any Instructions received are subject to FHLBank's normal cutoff hours and other applicable deadlines, which may be changed from time to time by FHLBank, in its sole discretion, without notice to Institution or its consent. For purposes of this Schedule, the term "payment order" has the same meaning as that term is defined under Article 4A of the Uniform Commercial Code.
- B. As a Security Procedure FHLBank may from time to time assign authentication codes or other Security Devices to validate Institution's Authorized Users and/or transactions. Institution further authorizes FHLBank to act upon such other Instructions relating to payment orders, including cancellation or amendment, which FHLBank receives from any of Institution's Authorized Users. If FHLBank assigns a confidential code word, password, or number to Institution as part of a Security Procedure to verify the authenticity of payment orders or other Instructions relating to payment orders, including cancellation or amendment, FHLBank is hereby authorized to accept, cancel, or amend such payment order upon receipt of Instructions containing such confidential code word, password, or number.
- C. Authority to issue a payment order and to issue other directions and Instructions shall be conclusively presumed if the person making the request uses the confidential code word, password, or number assigned by FHLBank to Institution. FHLBank's own records evidencing the person making the payment order utilized the proper confidential code word, password, or number shall be conclusive proof the person was authorized and the payment order was properly issued in the amounts indicated in such records.
- D. Institution is responsible for any loss or damage resulting when a representative or former representative effects one or more payment orders to Institution's detriment.

1.2 Security Procedures.

A. Institution and FHLBank shall comply with the Security Procedures described in this Schedule with respect to payment orders. The purpose of such procedures is to verify the authenticity of a payment order or Instructions canceling or amending a payment order, and such procedures are not intended to detect an error in the transmission or the content of the payment order. Institution agrees the Security Procedures set forth herein are commercially reasonable in light of the size, type, and frequency of transactions Institution anticipates conducting through the



Services. Furthermore, Institution acknowledges and agrees that it and FHLBank are not agreeing to a procedure designed for the detection of any error.

- B. Institution is strictly responsible for establishing and maintaining commercially reasonable procedures to safeguard against unauthorized transactions. Such procedures shall be reasonably calculated to protect against unauthorized transactions, network infections, and breaches of confidential or protected information. Institution warrants that no individual will be allowed to initiate a payment order in absence of proper supervision and safeguards. Institution agrees to protect and safeguard any authentication code, password, number or other authentication technology provided by FHLBank, and to limit access to the same to Institution's Authorized Users. If Institution suspects that any such information or Instructions are accessed by unauthorized persons, Institution agrees to promptly report any breach of confidentiality or unauthorized dissemination to FHLBank. The occurrence of any unauthorized payment order will not affect any transfer made in good faith by FHLBank prior to receipt of Institution's notification.
- C. Following the receipt of Instructions, FHLBank reserves the right, in its sole discretion, to verify or authenticate the Instructions or other related instruction by confirmatory telephone calls to an authorized officer, employee, or agent of Institution or by any other means which FHLBank may deem appropriate, but its failure to so verify or authenticate any such Instructions shall not be evidence of any failure to exercise reasonable care or good faith. FHLBank shall not be liable if it rejects Instructions or performs any related act if FHLBank in good faith is unable to satisfy itself that the Instruction is given by an authorized officer, employee or agent. In such an event, FHLBank shall not be liable to Institution for any loss of any kind including consequential, incidental, punitive, or exemplary damages in any amount, provided FHLBank has acted in good faith, and such loss was not caused by FHLBank's gross negligence or willful misconduct.

1.3 General.

- A. FHLBank may rely on the number in the Instructions that identifies a recipient, even if it identifies a bank different from FHLBank identified by name in the Instructions, if FHLBank does not know of such an inconsistency in identification. Likewise, FHLBank may rely on the number in the Instructions that identifies the beneficiary, even if it identifies an entity different from the entity identified by name in the Instructions, if FHLBank does not know of such an inconsistency in identified by name in the Instructions, if FHLBank does not know of such an inconsistency in identification. FHLBank has no duty to detect any such inconsistency.
- B. If Institution is the sender of a payment order, Institution authorizes FHLBank to obtain payment for such payment order by debiting the amount of the payment order from any of Institution's deposit accounts with FHLBank. FHLBank shall be under no obligation to execute any payment order unless Institution has on deposit with FHLBank collected funds sufficient to cover such payment order. Institution shall have no right to the cancellation or amendment of any payment order after the receipt of Instructions by FHLBank. If FHLBank receives a cancellation or amendment of a payment order after FHLBank has already executed the payment order, FHLBank may, but is not required to, attempt to recover the funds from the beneficiary using whatever steps it deems reasonable, provided, however, that if FHLBank attempts to recover the funds, it need not pursue the claim beyond



normal commercial steps and may require Institution to pursue its own claim at any time. If Institution asks FHLBank to recover funds which FHLBank has already transferred, FHLBank shall be under no obligation to do so unless and until Institution deposits with FHLBank an amount reasonably determined in good faith by FHLBank to approximate the costs and expenses (including attorney's fees) which FHLBank may incur in attempting to recover the funds transferred. In lieu of such deposit, FHLBank may request Institution to provide a bond or other assurance of payment reasonably satisfactory to Bank. FHLBank makes no representation or warranty as to its ability to cancel or amend a payment order once accepted or executed. Institution shall reimburse FHLBank for any claims, demands, damages, losses, liabilities, and expenses (including attorney's fees, whether or not a suit is instituted) FHLBank may incur in effecting or attempting to effect the cancellation or amendment of a payment order.

- C. FHLBank will provide Institution with such additional information with respect to payment orders as Institution, through its Authorized Users, may reasonably request. However, FHLBank and its agents shall have no obligation to trace any payment order issued by Institution or acquire proof that any payment order issued by Institution to any account designated by number is, in fact, credited to the name of the desired beneficiary.
- D. FHLBank may, but is not required to, provide notice of acceptance of a payment order to Institution, regardless of whether the payment order instructs payment to any account of Institution.
- E. It shall be the responsibility of Institution to ensure the origination of payment orders complies with U.S. law, including, but not limited to, the NACHA Rules (as defined below), Uniform Commercial Code, all applicable rules and regulations, including rules and regulations issued by OFAC, and all state laws governing this Agreement and Institution.
- F. Institution agrees to comply and be bound by the NACHA Operating Rules and Guidelines ("NACHA Rules"). In the event Institution violates any provision of the NACHA Rules and NACHA imposes a fine upon FHLBank, Institution agrees to reimburse FHLBank for any fine imposed.
- G. Institution understands the numbers assigned to FHLBank and to accounts or recipients of transfers are critical to the EFT function. If Institution describes the intended recipient of a transfer, the intended recipient's bank, or any intermediary bank in a transfer request by name and number and makes an error in giving the number, the error may cause that payment to be made through FHLBank or to the account specified by the number, rather than through the named bank or to the named intended recipient. Institution agrees that it will be responsible for any loss or damage in such cases. Institution agrees that FHLBank shall not be responsible for any delay arising out of FHLBank's attempt to reconcile inconsistencies between name and account number, or otherwise investigate suspected irregularities.
- H. Institution shall pay all fees which FHLBank may impose for any transfer, and any other out-of-pocket costs and expenses incurred by FHLBank in carrying out the Instructions provided by Institution in accordance with this Agreement.



Schedule C Institutional Custody

Institutional Custody Accounts. FHLBank (for purposes of this Schedule, the "Custodian") may from time to time hold and dispose of all securities and other property of the Institution deposited with, delivered to or received by the Custodian, subject to the terms and conditions as set forth in this Schedule.

1. (a) The Custodian will hold the securities in one or more custodial accounts (referred to as Custodial Account, whether one or more) which the Custodian will open and maintain in such name(s) as may be agreed upon from time to time with the Institution.

(b) The Institution authorizes and instructs the Custodian to maintain the securities in the Custodial Account directly in its offices or indirectly through custody accounts which have been established by the Custodian with the following other securities intermediaries: (i) another bank or trust company located within the United States (Subcustodian); and (ii) a securities depository or clearing agency or system in which the Custodian or Subcustodian participates (Depository). The Custodian may, at any time in its discretion, terminate any custody account at any Subcustodian or Depository.

(c) Subject to the aforesaid provision, securities are to be held in the Custodial Account in coupon bearer form; with respect to securities that are received in registered form, the Custodian is authorized to reregister such securities in the name of its nominee or the nominee of a Subcustodian or Depository, unless alternate registration instructions are furnished.

(d) In consideration of the registration of any stocks, bonds, securities or other property in the name of a nominee, the Institution agrees to pay on demand to the Custodian or nominee the amount of any loss or liability claimed or asserted against the Custodian or its nominee by reason of such registration, including any liability for stockholders' assessments.

(e) Should any securities that are forwarded to the Custodian by the Institution, and that are subsequently deposited with a Depository, not be deemed acceptable for deposit by the Depository for any reason, the Institution shall immediately furnish the Custodian with like securities in acceptable form or, in the alternative, the Custodian is authorized to charge the Institution's account for the cost of replacing such securities and for any other fees or charges as may be payable to such Depository as a result of such unacceptable deposit.

(f) The Custodian is authorized to accept, act upon and rely upon each of the following (Instructions): (i) all signed, written statements given by one or more of the Institution's Authorized Users; and (ii) all statements received by telephone, facsimile transmission, bank wire or other teleprocess acceptable to the Custodian which it believes in good faith to have been given by such Authorized User. The Custodian shall incur no liability to the Institution, or otherwise, as a result of any act by the Custodian in accordance with Instructions on which the Custodian is authorized to rely pursuant to the provisions of this paragraph.



(g) In complying with Instructions for delivery of securities, the Custodian will make deliveries through (i) the Federal Reserve system, pursuant to applicable regulations and operating circulars of the Federal Reserve Banks, all as amended from time to time; or (ii) the facilities of any Depository pursuant to the Kansas Uniform Commercial Code and the rules and procedures of such Depository, and any subsequent amendments thereto.

(h) The Institution acknowledges familiarity with the current securities industry practice of delivering physical securities against later payment on delivery date. Notwithstanding instructions to deliver securities against payment, the Custodian is authorized to make delivery against a temporary receipt (sometimes called a "window ticket") in lieu of payment. The Custodian will use its best efforts to obtain payment thereof during the same business day, but the Institution solely assumes all risks of payment for such deliveries.

- 2. Unless instructed otherwise in writing, the proceeds of sales, redemptions, collections and other receipts, and dividend and interest income will be credited to the Institution's account. The term "account" shall be deemed to mean any one or more of the Institution's deposit accounts maintained with the Custodian at the time of the transaction referred to.
- 3. (a) In no event shall the Custodian be responsible to ascertain or to take any action concerning any puts, calls, conversions, exchanges, reorganizations, offers, tenders or similar matters relating to securities held in the Custodial Account other than to transmit to the Institution, in a timely manner, all information relating to any such action received by the Custodian from any offerors or otherwise. All Instructions to the Custodian within sufficient time for the Custodian to act thereon if any action is required. As used herein, "sufficient time" shall mean at least one business day before the last permissible date for action by the Custodian, and the Custodian shall have no liability to the Institution for failure to act upon Instructions received by the Custodian at any time after such date.

(b) All proxies and material pertaining thereto received by the Custodian in connection with stocks, bonds, securities and other property held in the Custodial Account will be forwarded to the Institution.

(c) Should any securities held by a Depository be called for a partial redemption by the issuer of such securities, the Custodian is authorized to accept allocation as determined pursuant to the program then in effect at such Depository or, in the absence of any such program, in the Custodian's sole discretion to allot the called portion to the respective holders in any manner deemed to be fair and equitable in its judgment.

(d) Recapitalizations and stock distributions will be credited to the Custodial Account within five (5) business days after the Stock Exchange due bill redeemable date (ten [10] business days after payable date) in order to comply with the normal course of settling the Custodian's position at the Depository and sufficient time to allocate these shares to the Custodial Account. Stock dividends will be credited on the payable date.



(e) The Custodian is authorized to exchange temporary for definitive certificates and old certificates for new or overstamped certificates evidencing a change therein.

4. (a) With respect to foreign securities or securities for which adequate financial information is not readily available, the Custodian's responsibility is expressly limited to safekeeping. With respect to such securities, the Custodian assumes no responsibility for coupon payments, redemptions, exchanges or similar matters affecting such securities.

(b) Collections of monies in foreign currency, to the extent possible, are to be converted into U.S. dollars at customary rates. All risk and expense incident to such foreign collections and conversions are for the Institution's account, and the Custodian shall have no responsibility for fluctuations in exchange rates affecting such collections or conversions.

- 5. The Institution acknowledges its responsibility as a principal for all of its obligations arising under or in connection with this Agreement, notwithstanding that the Institution may be acting on behalf of other persons. The Institution warrants its authority to deposit in the Custodial Account and any other account of the Institution any securities and funds which the Custodian or its agents receive from the Institution and to give Instructions relative thereto. The Custodian shall not be subject to, nor shall its rights and obligations with respect to this Agreement and the Custodial Account be affected by, any agreement between the Institution and any other person. The Custodian assumes no liability to any Institution of the Institution or to any beneficiary for which the Institution may be acting as agent, bailee or fiduciary.
- 6. (a) The Custodian shall be responsible for the performance of only such duties as are set forth herein or contained in Instructions given to the Custodian which are not contrary to the provisions of this Agreement. The Custodian will use reasonable care with respect to the safekeeping of securities in the Custodial Account and, except as otherwise expressly provided herein, in carrying out its obligations under this Agreement. So long as and to the extent that it has exercised reasonable care, the Custodian shall not be responsible for the title, validity or genuineness of any securities or evidence of title thereto received by it or delivered by it pursuant to this Agreement and shall be held harmless in acting upon, and may conclusively rely on, without liability for any loss resulting therefrom, any notice, request, consent, certificate or other instrument reasonably believed by it to be genuine and to be signed or furnished by the proper party or parties, including, without limitation, Instructions, and shall be indemnified by the Institution for any losses, damages, costs and expenses (including, without limitation, the fees and expenses of counsel) incurred by the Custodian and arising out of action taken or omitted with reasonable care by the Custodian hereunder or under any Instructions. With respect to a Depository, the Custodian shall only be responsible or liable for losses arising from employment of such Depository caused by the Custodian's own failure to exercise reasonable care. In the event of any loss to the Institution by reason of the failure of the Custodian or a Subcustodian to exercise reasonable care, the Custodian shall be liable to the Institution to the extent of the Institution's actual damages at the time such loss was discovered, without reference to any special conditions or circumstances. In no event shall the Custodian be liable for any consequential or special damages. The Custodian shall be entitled to rely, and may act, on any advice provided by counsel for the Institution on any matters relating to this Agreement, and the Custodian shall be without liability for any action reasonably taken or omitted pursuant to such advice.



(b) In the event the Institution subscribes to an electronic on-line service and communications system offered by the Custodian, the Institution shall be fully responsible for the security of the Institution's connecting terminal, access thereto and the proper and authorized use thereof and the initiation and application of continuing effective safeguards with respect thereto and agrees to defend and indemnify the Custodian and hold the Custodian harmless from and against any and all losses, damages, costs and expenses (including the fees and expenses of counsel) incurred by the Custodian as a result of any improper or unauthorized use of such terminal by the Institution or by any others.

(c) Subject to the exercise of reasonable care, the Custodian shall have no liability for any loss occasioned by delay in the actual receipt of notice by the Custodian or by a Subcustodian of any payment, redemption or other transaction regarding securities in the Custodial Account in respect of which the Custodian has agreed to take action under this Agreement. The Custodian shall not be liable for any loss resulting from, or caused by, acts of governmental authorities (whether de jure or de facto), including, without limitation, nationalization, expropriation and the imposition of currency restrictions; devaluations of or fluctuations in the value of currencies; changes in laws and regulations applicable to the banking or securities industry; market conditions that prevent the orderly execution of securities transactions or affect the value of securities; acts of war, terrorism, insurrection or revolution; strikes or work stoppages; the inability of a local clearing and settlement system to settle transactions for reasons beyond the control of the Custodian; nuclear fusion, fission or radioactivity, or hurricane, tornado, cyclone, earthquake, volcanic eruption or other acts of God.

(d) The Custodian shall have no liability in respect of any loss, damage or expense suffered by the Institution, insofar as such loss, damage or expense arises from the performance of the Custodian's duties hereunder by reason of the Custodian's reliance upon records that were maintained for the Institution by entities other than the Custodian prior to engagement of the Custodian under this Agreement.

(e) The Custodian shall not be liable to the Institution, and the Institution agrees to indemnify the Custodian and its nominees, for any loss, damage or expense suffered or incurred by the Custodian or its nominees arising out of any violation of any investment restriction or other restriction or limitation applicable to the Institution pursuant to any contract or any law or regulation.

- (f) The provisions of this section shall survive termination of this Agreement.
- 7. The Custodian may charge any account of the Institution for all costs incurred by the Custodian in connection with its receipt of securities for the Custodial Account. The Custodian is not obligated to effect any transaction or make any payment in connection therewith unless there are sufficient available funds on deposit in the Institution's account or funds have otherwise been made available to the Custodian to its satisfaction. The amount by which payments made by the Custodian with respect to property in, or to be received for, the Custodial Account, or with respect to other transactions pursuant to this Agreement, exceed available funds and result in an account overdraft shall be deemed a loan from the Custodian to the Institution in the amount of such overdraft, payable on demand. Such overdraft loan shall bear interest as established in the Fee Schedule. Any



such overdraft loans shall be based on the Custodian's sole determination to make (or refrain from making) the underlying advance in each case.

- 8. In order to secure the payment and performance of all of the Institution's liabilities to the Custodian at any time outstanding, the Institution hereby grants a lien and right of setoff as to the balance in any non-custodial account of the Institution, from time to time, and the Custodian may, at any time, in its sole discretion and without notice, appropriate and apply toward the payment of liabilities to the Custodian the balance of each such account and/or take such other action(s) or exercise any other options, powers and rights which the Custodian now or hereafter has as a secured party under the Kansas Uniform Commercial Code or any other applicable law. The term "liabilities" shall include all of the Institution's liabilities arising hereunder, including, but not limited to, loans, other advances, interest, fees, charges, expenses and attorneys' fees and expenses.
- 9. The Custodian agrees to provide the Institution with regular monthly reports of holdings in the Custodial Account, or at such more frequent intervals as the parties may agree. To the extent that the Custodian reports the market value of the Custodial Account holdings, the Institution acknowledges that the Custodian now obtains and will in the future obtain such information from outside sources that it deems to be reliable, and confirms that the Custodian does not verify or represent or warrant either the accuracy or the completeness of any such information furnished to the Institution.
- 10. (a) The Custodian shall be under no duty to take any action with respect to any property held in any Custodial Account except to the extent of any Instructions properly issued by the Institution.

(b) In the event that the Custodian agrees, at the request of the Institution, to appear on behalf of the Institution, and prosecute or defend any legal or equitable proceeding, the Institution agrees to indemnify the Custodian for any and all costs and expenses including, without limitation, attorneys' fees and expenses.

(c) The Custodian is authorized and empowered, in the name and on behalf of the Institution, to execute any certificates of ownership or other reports, declarations or affidavits that the Custodian is or may hereafter be required to execute and furnish under any regulation of the Internal Revenue Service, or other authority of the United States, so far as the same are required in connection with any property that is now or may hereafter be held in the Custodial Account, claiming no exceptions on behalf of the Institution. The Institution shall notify the Custodian immediately in writing of any material change in the Institution's status that may affect any such certificates, reports or other required documents, or on the contents thereof.

- 11. The Institution agrees to pay the Custodian, as compensation for its services hereunder, its applicable fees as set forth in the Fee Schedule.
- 12. The Institution agrees to and does hereby indemnify and hold harmless the Custodian from any and all loss, liability (excluding any liability occasioned by the gross negligence or willful misconduct of the Custodian's employees, or by robbery, burglary, theft or other disappearance of any securities while in the Custodian's physical possession), claims, damages and expenses (including, without limitation, attorneys' fees and expenses) arising from the Custodian's performance of services as Custodian hereunder, including matters arising out of a settlement of any dispute prior to the Custodian's being named



as a defendant in any litigation or proceeding, and whether or not the Custodian is a party to such litigation or proceeding.

13. Although this Agreement and Schedule supersedes all prior agreements between the parties, it shall not supersede, and it shall be read in conjunction with, any Amendment to Institutional Custody Agreement entered into between Custodian and Institution agreed to in compliance applicable state law regarding such agreements.



Schedule D Letters of Credit

- **1.1 Applications**. An authorized officer, employee, or agent of Institution, as set forth in the AUF, may apply, in such form as FHLBank may specify from time to time, for a letter of credit. Nothing contained in this Agreement or the policies and procedures currently set forth in FHLBank's Member Products Policy, as amended, superseded or replaced by FHLBank's Board of Directors from time to time, shall be construed as an agreement or commitment by FHLBank to grant any letter of credit hereunder. FHLBank expressly reserves its right and power, in its sole discretion, to either issue or refuse to issue any letter of credit in any form that FHLBank determines from time to time.
- **1.2 Honoring Draws.** FHLBank shall honor and pay each and every request for payment made under and in compliance with any letter of credit, even if submitted or issued by an administrator, executor, trustee in bankruptcy, debtor in possession, assignee for benefit of creditors, liquidators, receiver, agent, attorney in fact or other representative of any beneficiary or of any successor or assign approved in writing by FHLBank, unless otherwise restricted by such letter of credit. FHLBank's sole obligation to Institution is limited to honoring requests for payment made under and in compliance with any letter of credit issued hereunder even though: (i) FHLBank may have prepared the letter of credit or any other document required to be presented thereunder; and (ii) FHLBank may otherwise be aware of facts concerning the transaction which gives rise to the letter of credit. FHLBank has no duty to inquire into the existence of any disputes or controversies between Institution, any beneficiary, or any person or firm or their respective rights, duties, or liabilities or whether any fact or event referred to in any document presented under the letter of credit is true and correct.

FHLBank shall not be responsible for and FHLBank's obligations under a letter of credit shall not be affected by:

- A. The use which may be made of any letter of credit or any act or omission of any beneficiary or permitted assignee of any letter of credit;
- B. The validity, sufficiency, genuineness or collectability of any drafts, certificates, instruments, notices of default or other documents, including endorsements or signatures thereon;
- C. Any breach of contract between Institution and any third party;
- D. Compliance with or circumstances resulting from the existence or exercise of applicable laws, regulations or restrictions by any government or any group asserting or exercising de facto or de jure governmental powers; and
- E. Any event, fact or condition beyond the control of FHLBank.
- **1.3 Reimbursement.** Institution agrees that any amount paid by FHLBank under and in compliance with any letter of credit shall become immediately due and payable by Institution and Institution shall immediately reimburse FHLBank for such amount. Institution hereby authorizes FHLBank to debit Institution's deposit account(s) with



FHLBank for all amounts due and payable to FHLBank or its affiliates. If the amount in the deposit account(s) is, at any time, insufficient to pay such due and payable amounts, FHLBank may, without notice to Institution, apply any other funds or assets then in the possession of FHLBank to the payment of such amounts. Institution may apply to FHLBank for an advance, or FHLBank may issue an advance to Institution, under the Advance, Pledge, and Security Agreement ("APSA") in order to repay all amounts paid by FHLBank under and in compliance with any letter of credit and that are due and payable to FHLBank. Nothing contained in this Agreement, the APSA or the Member Products Policy shall be construed as an agreement or commitment by FHLBank to grant any advance. FHLBank expressly reserves its right and power to either grant or deny in its sole discretion any advance.

- **1.4 Collateral and Security Interest.** Institution agrees that any and all letters of credit issued by FHLBank on behalf of Institution shall be secured in accordance with the terms and provisions of the APSA as if such letter of credit were an advance granted under the APSA. Institution further agrees that any and all amounts due and payable to FHLBank under this Agreement shall be secured in accordance with the terms and provisions of the APSA as if such amounts were advances granted under the APSA.
- **1.5 Representations and Warranties.** Institution represents, warrants and covenants to FHLBank that the following are and shall remain true, complete and correct at all times until the termination of this Agreement:
 - A. Institution has duly entered into the APSA and the same is currently in full force and effect and Institution maintains sufficient qualifying collateral to fully secure any and all letters of credit issued and outstanding hereunder in accordance with the terms and conditions of the APSA; and
 - B. Institution agrees to maintain one or more deposit accounts with FHLBank at all times during which a letter of credit issued hereunder remains outstanding.



Schedule E Housing and Community Development Programs

- **1.1 Housing and Community Development Programs.** Institutions may participate in FHLBank's Housing and Community Development Programs, including the Affordable Housing Program, Homeownership Set-aside Program, or other programs established by FHLBank.
- **1.2 Authority.** Institution authorizes its representatives to commit the Institution to the requirements and guidelines of the Housing and Community Development Programs utilized by the Institution and to engage in such programs on behalf of the Institution.
- **1.3 Rules and Regulations.** The Institution, and its authorized representatives, shall comply with the requirements of the programs as established in the applicable program governing documents established by FHLBank from time to time, which include, but are not limited to, the Affordable Housing Program Implementation Plan and the Targeted Community Lending Plan.

FEDERAL HOME LOAN BANK OF TOPEKA

MASTER TRANSACTION AGREEMENT

ENROLLMENT FORM

Institution Name:

Customer ID:

Member Administrators:

Member Administrators (Administrators) have the ability and responsibility to create user accounts within Members Only with specific roles for others (Member Users) in their organization. Administrators are also responsible for maintaining the Member User accounts, which includes deleting obsolete accounts and updating roles as necessary.

Enrollment:

This Enrollment Form supplements and is made a part of the Master Transaction Agreement (the "Agreement"), as modified from time to time, by which Federal Home Loan Bank of Topeka ("FHLBank") will provide Services to the above listed Institution. Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Agreement.

Except as otherwise provided herein or by other aspects of the Agreement, the specifications provided on this Enrollment Form apply to all accounts now or in the future maintained at FHLBank by Institution. At all times, FHLBank's records shall be deemed to conclusively establish the settings and Services applicable to each account, so Institution should contact FHLBank if there are any questions in this regard.

IMPORTANT NOTICE: FHLBank has recommended certain security procedures, including certain optional safeguards such as multi-factor authentication, to protect Institution against unauthorized transactions. Execution of this document constitutes Institution's agreement to be bound by any payment order or other Instruction, whether or not authorized, issued in its name and accepted by FHLBank in compliance with the Security Procedures chosen by Institution, including those specified here.

Account and Services Authorization:

I am an authorized representative of the Institution specified above. Institution and each of its Administrators has received the Agreement of which this Enrollment Form is a part and agrees to adhere to its terms. The Services covered by the Agreement are described therein and may change from time to time.

After I sign below on behalf of Institution and beginning on the effective date of the Agreement, Institution may from time to time request FHLBank to provide any of the Services described in the Agreement. Institution may begin to use any such Service once FHLBank has approved such use and has received all required and properly executed forms. The Agreement supersedes other agreements between Institution and FHLBank with regard to the provision of Services. In addition, through the use of the Services, Institution and its authorized representatives may amend certain initial elections and settings specified here relating to the Services, such as the identity of Administrators and/or Authorized Users. Such amendments will supersede any contradictory information provided here, and FHLBank is entitled to rely on them accordingly to the extent it has notice of such changes and a reasonable period of time to act on them. Institution's continued use of the Services after any such amendment constitutes its acceptance.

I warrant that Institution has taken all action required by its organizational or constituent documents to authorize me to execute and deliver on behalf of Institution this Enrollment Form and any other documents FHLBank may require with respect to a Service. I am authorized to enter into all transactions contemplated by the provision of Services to Institution. These may include, but are not limited to, giving FHLBank Instructions with regard to Services and designating employees or agents to act in the name and on behalf of Institution.

The undersigned hereby certifies to FHLBank that the undersigned is the duly elected, qualified and acting Secretary or Assistant Secretary of the above-described Institution, and that the following resolutions have been duly adopted by the board of directors of the Institution on the date indicated and such action is duly recorded in the official records of Institution:

RESOLVED, that Institution is hereby authorized to obtain extensions of credit from the FHLBank, including but not limited to extensions of credit in the form of commitments, advances and letters of credit, to grant a security interest in and pledge to the FHLBank the assets of Institution as security for such extensions of credit, and to execute such agreements, forms and other documents and otherwise do all things required to obtain such extensions of credit; and

FURTHER RESOLVED, that each person listed below as an Administrator is hereby authorized and empowered to designate employees (1) to make application to the FHLBank on behalf of Institution for extensions of credit, including but not limited to extensions of credit in the form of commitments, advances and letters of credit, to grant a security interest in and pledge to the FHLBank the assets of Institution as security for such extensions of credit, and to execute such agreements, forms and other documents and otherwise do all things required to obtain such extensions of credit and (2) to certify electronically to the FHLBank, from time to time, those officers, employees and agents of Institution further authorized to do similarly; and

FURTHER RESOLVED, that the FHLBank is hereby designated a depository of Institution and the Authorized Users of Institution are hereby authorized to deposit any funds in Institution with the FHLBank in accordance with the FHLBank's Rules and Regulations Governing Deposit Accounts as amended from time to time; and

FURTHER RESOLVED, that each person listed below as an Administrator, or as later designated by Institution as such, is authorized on behalf of Institution to complete and execute such applications, agreements, disbursement requests, reservations, forms and other documents and otherwise do all things required to participate in the Services consistent with the foregoing resolutions, including but not limited to the initiation and/or verification of outgoing wire transfer Instructions. This authorization includes the use of facsimile signatures and the electronic transmission thereof and the giving of Instructions by wire, telephone or other electronic transmission.

The foregoing resolutions shall continue to be in full force and effect until express written notice of its/their rescission, modification or termination has been received by FHLBank. Any and all prior resolutions received and certified by the Institution shall continue to have full force and effect until FHLBank receives such written notice and has had a reasonable opportunity to act upon the same. Any rescission, modification or termination of a resolution must be accompanied by written notification to FHLBank.

Administrators (must designate at least two):

Name	Title	Email Addre	ess Phone Number

[Signature Page Appears Next]

The parties agree that this agreement may be electronically or digitally signed. The parties agree that the electronic/digital signatures appearing on this agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

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