

# MASTER AGREEMENT FOR TREASURY MANAGEMENT SERVICES

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## MASTER AGREEMENT FOR TREASURY MANAGEMENT SERVICES

This Master Agreement for Treasury Management Services (this “Agreement” or “TMS Agreement”) is by and between Gateway First Bank (“Bank” “we,” or “us”) and (“Customer” or “you”). Bank and Customer are sometimes collectively referred to as the “Parties.” By executing this Agreement or using the Services (as defined below), Customer agrees to be bound by the terms of this Agreement, and any Separate Agreements (as defined below), and any supplement or amendment to any of the same. Customer also agrees that the deposit Accounts to which the Services apply are governed by the agreement entitled “The Account Agreement” (the “Account Terms”). Except as otherwise provided herein, where any terms and conditions contained in the Account Terms, a Separate Agreement, or any other agreement between the parties conflict with the terms of this Agreement, the terms of this Agreement shall control unless the Account Terms, a Separate Agreement to which Bank is a party, or any other agreement between the parties, provides that its terms shall prevail over the terms of this Agreement.

### I. GENERAL TERMS AND CONDITIONS.

The following general terms and conditions apply to all Services provided by Bank to Customer. Terms applicable to a specific Service are as set forth in the respective Service Terms (as defined below).

#### A. DEFINITIONS AND TERMS:

- a. Account: a demand deposit account or other deposit account Customer has with Bank.
- b. Applicable Law: all federal, state, or local laws or regulations, or any other requirements, official commentaries or guidance of any agency or division of the federal government or any state or local government.
- c. Authorized Users: individuals who are authorized by Customer to access the Business Online Banking System and/or Services on behalf of the Customer.
- d. Business Day: unless otherwise provided in this Agreement or any Separate Agreement, Mondays through Fridays, except Bank holidays. The Bank will establish deadlines and cut-off times for Customer to submit requests for inclusion in that Business Day, and such deadline or cut-off time may be changed by Bank without notice to Customer.
- e. DDA: Demand Deposit Account.
- f. Electronic check: shall have the meaning ascribed to it in Regulation CC.
- g. Electronically created item: shall have the meaning ascribed to it in Regulation CC.
- h. FinCEN: United States Department of the Treasury’s Financial Crimes Enforcement Network.
- i. Image Exchange Item: a digitized image created of an item and transmitted to us for deposit, collection, or payment, and may be cleared and settled with a payor financial institution, with or without conversion to a Substitute Check.
- j. Loan Account: a loan or line of credit maintained by Customer at the Bank.
- k. Regulation CC: shall have the meaning set forth in Section XIV.A.
- l. Separate Agreements: additional or supplemental agreements, enrollment forms, exhibits, schedules, or addenda to this Agreement that are required by Bank or third-party service providers in connection with the provision of some of the Services. If Customer is permitted to use a Service that requires a Separate Agreement, Customer’s use of such Service will be conditioned on and subject to Customer’s execution or acceptance, as applicable, of the applicable Separate Agreement(s).
- m. Services: one or more Business Online Banking or treasury management services available to Customer under the terms and conditions set forth in this Agreement (individually a “Service”). The Bank is under no obligation to permit Customer’s use of any Service. The decision to permit Customer’s use of any one or more Services is within the Bank’s sole discretion and subject to Bank’s underwriting standards and risk criteria. If Bank requires application of underwriting or risk criteria to Customer for approval for use of any one or more Services, Bank will communicate to Customer the nature and content of that criteria and the information Customer will be required to provide to Bank. Customer agrees to promptly provide Bank such financial, business, operating, beneficial ownership, and other information as Bank may request in connection with Bank’s underwriting and approval process.

- n. Service Terms: terms and conditions applicable to a specific Service as set forth in this Agreement and any applicable Separate Agreement. The Service Terms for a specific Service only apply to Customer if Customer has requested the Service, and Bank has agreed to permit Customer's use of the Service.
- o. Substitute Check: a paper reproduction of an item that satisfies the requirements and definition of "substitute check" set forth in Regulation CC.
- p. Uniform Commercial Code Article 4A or UCC4A: the portion of the Oklahoma Uniform Commercial Code which deals with certain funds transfers.

B. REPRESENTATIONS AND WARRANTIES OF CUSTOMER: Customer hereby represents and warrants to Bank as follows:

- (i) If Customer is an entity, Customer is duly organized, chartered, validly existing and in good standing under the laws of the state of its organization or incorporation;
- (ii) Customer is duly qualified or licensed to do business in each jurisdiction in which the property related to it is owned, leased, or operated by Customer or where the nature of its business makes such qualification necessary;
- (iii) Customer has the power and authority to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated hereby;
- (iv) The Services will be used for business or commercial purposes only and will not be used for any unlawful purpose;
- (v) The consummation of the transactions contemplated hereby have been duly and validly authorized by Customer and no other corporate or other proceeding on the part of Customer is necessary to authorize the performance of this Agreement;
- (vi) All data and funds transfer requests whether a deposit or payment, whether physical or electronic, whether by wire, ACH or otherwise, comply with Applicable Law and do not include transmitting funds to, from, or on behalf of any person, business, or country subject to U.S. sanction or which would in any manner violate Applicable Law, regulations, and Presidential Orders of the U.S.; and
- (vii) Customer is the owner or the duly authorized agent of the owner, and the authorized signatory, on all Accounts subject to this Agreement.
- (viii) Customer has the authority and power to engage in the applicable Services contemplated by these Service Terms. Bank makes no representation as to, and does not guarantee, the suitability of Customer's investment in or through any of the Services.

If more than one party joins in one or more of the Services, the contractual obligations under this Agreement shall be joint and several. Customer agrees that there is no expectation of privacy between the entities that have joined in the Services. Customer hereby represents and warrants to Bank that any and all transfers and commingling of funds required or permitted by any Services, and all other aspects of the performance hereof by the parties, have been duly authorized by law and by all necessary parties, including, without limitation, the account holder of each Account.

Each representation and warranty contained herein shall be continuing and shall be deemed to be repeated upon Customer's use of the Services and upon Bank's effecting each deposit, payment, funds transfer, and commingling of funds, if applicable.

Customer agrees to provide Bank with such documentation as Bank may reasonably request, from time to time, as evidence of the representations and warranties set forth in this Section I.B.

C. ACCOUNT ANALYSIS STATEMENTS: Unless otherwise provided in any of the Service Terms made a part of this Agreement, or in any Separate Agreement, Bank shall make available to Customer a statement summarizing the previous month's activity (including fees and charges) for Services rendered hereunder.

**D. NO IMPLIED REPRESENTATION: NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, CUSTOMER ACKNOWLEDGES AND AGREES THAT BANK IS MAKING NO REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND OF MERCHANTABILITY, EITHER TO CUSTOMER OR TO ANY THIRD PARTY WITH RESPECT TO THE SERVICES OR ANY COMPUTER PROGRAMS, EQUIPMENT OR SOFTWARE USED BY CUSTOMER IN CONNECTION WITH THE SERVICES.**

**E. LIMITATION OF LIABILITY/INDEMNIFICATION:**

EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT OR ANY APPLICABLE SEPARATE AGREEMENT, AND EXCEPT AS OTHERWISE REQUIRED BY APPLICABLE LAW, BANK SHALL NOT BE LIABLE TO CUSTOMER FOR ANY LOSS INCURRED BY CUSTOMER CAUSED BY, ARISING FROM OR IN CONNECTION WITH THE SERVICES, AND BANK'S LIABILITY TO CUSTOMER IS LIMITED TO DAMAGES ARISING DIRECTLY AND SOLELY FROM BANK'S INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE IN THE PERFORMANCE OF THE SERVICES; PROVIDED THAT BANK'S MAXIMUM AGGREGATE LIABILITY RESULTING FROM ANY SUCH CLAIMS SHALL NOT EXCEED THE LESSER OF THE ACTUAL DIRECT DAMAGES SUSTAINED AND PROVEN BY CUSTOMER OR THE TOTAL FEES PAID BY CUSTOMER FOR THE SERVICES RESULTING IN SUCH LIABILITY IN THE MONTH PRECEDING THE DATE THE CLAIM ACCRUED OR, IN THE CASE OF A TRANSFER EXECUTED PURSUANT TO SECTION IX OF THIS AGREEMENT, NOT TO EXCEED THE AMOUNT OF THE DISPUTED TRANSFER AND ANY RELATED FEES. EXCEPT FOR THOSE ADDITIONAL DUTIES IMPOSED UPON BANK BY APPLICABLE LAW, Bank's duties and liabilities will be limited to those set forth herein. To the fullest extent permitted by Applicable Law, Customer releases and agrees to hold harmless, defend, and indemnify Bank, its directors, officers, employees, agents, affiliates, controlling persons, agents and representatives and their successors and assigns from and against any and all liabilities, demands, claims, actions or causes of action, assessments, losses, damages, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) and all fines, penalties and interest thereon (collectively, "Losses") as a result or arising out of, directly or indirectly: (a) Bank's actions or omissions in connection with providing the Services, if such actions or omissions are in accordance with Customer's instructions or the terms of this Agreement; (b) any breach of Customer's representations or warranties, or other actions or omissions of Customer, including, without limitation, Customer's violation of Applicable Law; (c) any actions of third parties (including, without limitation, other financial institutions, automated clearinghouses, the Federal Reserve Bank or any third party with which Bank may contract in connection with the Services to be provided); (d) any transmission or instruction, whether or not authorized, acted upon by Bank in good faith; or (e) any act or omission by Customer (or any of Customer's directors, officers, agents, representatives, employees, affiliates controlling persons, and their respective successors and assigns) in connection with, or any intentional or unintentional failure by Customer (or any of Customer's directors, officers, employees, affiliates, controlling persons, agents and representatives and their respective successors and assigns) to comply with, utilize or follow, information security procedures and protections, including, without limitation, any act, omission or failure related to access number(s), password(s), log-in ID(s), security tokens, personal identification number(s) (each a "PIN" or collectively "PINs"), passcode(s) and account number(s) assigned to Customer. Customer agrees that when Applicable Law requires Bank to exercise ordinary care, substantial compliance with the procedures established by Bank shall be deemed to constitute the exercise of ordinary care, and Customer agrees that occasional, unintentional deviations by Bank from the procedures set forth herein shall not be deemed a failure to exercise ordinary care involving the transactions with respect to which any such deviations occur.

Bank and Customer agree that the Positive Pay Services described in Section VIII, as well as the other anti-fraud protection measures set forth herein, assist Bank and Customer in reducing the risk of loss from counterfeit, fraudulent or forged checks and from other illegal acts. Customer further acknowledges that Bank is unwilling to permit Customer to use the Accounts and/or certain of the other Services other than the Positive Pay Services without also using the Positive Pay Service and the anti-fraud measures set forth herein, unless Customer agrees to indemnify, defend and hold Bank harmless against Losses Bank may suffer or incur as a result of counterfeit, fraudulent or forged checks (or any other Losses that could have been prevented by Customer's use of any other anti-fraud measure provided for herein) on the Accounts that are subject to any such other Service(s). Accordingly, if Customer operates any such Accounts without using the Positive Pay Services or other anti-fraud measures set forth herein, Customer will be deemed to have agreed to the greatest extent permitted by law that: (x) Bank will not be liable to Customer for any Losses paid, suffered or incurred by Customer which arise directly or indirectly out of or in connection with the acceptance for deposit, payment, negotiation or other processing of any check drawn or purporting to be drawn on an Account of Customer if such check is counterfeit or fraudulent or contains a forged signature or the amount of such check is altered or the payee has been altered, which could have been prevented with the use of the Positive Pay Services, and Bank shall not be liable to Customer for any other Loss hereunder to the extent that such

Loss could have been prevented by Customer's use of any other anti-fraud measure provided for herein; and (y) in addition to the other indemnity provisions set forth in this Agreement, Customer will indemnify, defend and hold Bank harmless from and against any and all Losses paid, suffered or incurred by Bank which arise directly or indirectly out of or in connection with:

- (a) the acceptance for deposit, payment, negotiation, or other processing of any check drawn or purporting to be drawn on an Account of Customer if such check is counterfeit or fraudulent or contains a forged signature or the amount of such check is altered or the payee has been altered, which could have been prevented with the use of the Positive Pay Services, or,
- (b) any other Loss hereunder that could have been prevented by Customer's use of any other anti-fraud measure provided for herein.

Except as otherwise provided by Applicable Law, in no event shall either Party be liable to the other Party for any loss of profits, or punitive, incidental, special, indirect, exemplary, or consequential damages whether or not the Party has been advised of the possibility of such damages.

Under no circumstances will either Party be responsible for any delay or failure to act in connection with this Agreement if the failure or delay is due to circumstances beyond its reasonable control including without limitation: strikes or lockouts; fire or other casualty; riot or civil commotion; acts of war or terrorism; windstorms, earthquakes, floods or other acts of God; delay in transportation; government regulation or interferences; interruption or delay in the Internet, telecommunication or third-party services; failure of third-party software or hardware, or inability to obtain raw materials, supplies, or power used in equipment needed for the provision of the Services; delay by an ACH Operator or Receiving Depository Financial Institution ("RDFI") in processing any credit or debit entry Customer originates; or the failure of a third party to process, credit, or debit any such entry, or for other acts of omission. Customer shall promptly examine all reports and statements of Accounts subject to this Agreement and shall notify Bank immediately in the event of an error or discrepancy.

Nothing in this Agreement obligates Bank to honor, in whole or in part, any transaction that:

- (1) is not in accordance with any condition agreed upon between Bank and Customer either in this Agreement or in any Separate Agreement;
- (2) Bank has reason to believe may not be authorized by Customer;
- (3) exceeds any transaction limit, funding limit, daily limits or other limits imposed by Bank on Customer's transactions;
- (4) exceeds Customer's available funds on deposit with Bank;
- (5) involves funds that are subject to a hold, dispute or legal process which prevents their withdrawal;
- (6) violates any provision of any applicable risk control program of the Federal Deposit Insurance Corporation (the "FDIC") or any rule or regulation of any federal or state regulatory authority; or
- (7) for the protection of either one of the parties. Bank has, in its sole and absolute discretion, reasonable cause not to honor.

F. TREASURY MANAGEMENT SERVICES E-SIGN DISCLOSURE AND CONSENT: This subsection (this "E-Sign Disclosure and Consent") applies to all Communications (as defined below) for those products, Services and Accounts (as defined above) offered which are not otherwise governed by the terms of an agreement for electronic statements ("E-Statements") and other Communications. In the event of a conflict between any of the provisions of this E-Sign Disclosure and Consent and any other provisions of this Agreement, the terms of this E-Sign Disclosure and Consent shall govern. Please note that agreeing to receive Communications under this E-Sign Disclosure and Consent will not automatically enroll you in our E-Statements Service.

“Communication” means any customer agreements or amendments thereto, monthly billing or account analysis, account statements, tax statements, disclosures, notices, responses to claims, transaction history, privacy policies and all other information related to the product, service, or Account, including but not limited to information we are required by Applicable Law to provide to you in writing.

**Scope of Communications to Be Provided in Electronic Format.** You agree that we may provide you with any Communications in electronic format, and that we may discontinue sending paper Communications to you, unless and until you withdraw your consent as described below. Your consent to receive electronic Communications and transactions includes, but is not limited to:

- a. All legal and regulatory disclosures and communications associated with your Account(s) or the product(s) or Service(s) available to you. As an example, we may post on our website or may send by e-mail legally required notification of changes to terms and conditions related to all Accounts, products, or Services.
- b. Notices or disclosures about a change in the terms of your Account or associated payment features and responses to claims.
- c. Privacy policies and notices.
- d. Your records of funds transfers and other transactions through the Services, including without limitation confirmations of individual transactions.
- e. Statements for your Account(s) or such other Communications we may include from time to time as part of the enrollment of E-Statements.
- f. Notice of changes in operational processes and procedures such as acceptable file formats, cut-off times, days of operation, notices of bank holidays and other information.

**Method of Providing Communications to You in Electronic Format.** All Communications that we provide to you in electronic form will be provided either:

- (1) via e-mail,
- (2) by access to a website that we will designate in a notice we send to you at the time the information is available,
- (3) to the extent permissible by Applicable Law, by access to a website that we will generally designate in advance for such purpose, or
- (4) by requesting you download a PDF file containing the Communication.

**How to Withdraw Consent to receive E-Statements and other Electronic Communications.** You may withdraw your consent to receive E-Statements by contacting us as directed in a Communication. We may impose a fee for the delivery of paper copies of E-statements at your request. You may withdraw your consent to receive electronic Communications other than E-Statements by contacting us at the address provided on our website or in the Communication. Any withdrawal of your consent to receive E-Statements or other electronic Communications will be effective only after we have a reasonable period of time to process your withdrawal. You will have the ability to access your statements for the period of time outlined on our website or in applicable User Guides prior to being purged.

**How to Update Your Records.** It is your responsibility to provide us with a true, accurate and complete e-mail address, contact, and other information related to this E-Sign Disclosure and Consent and your Account(s), and to maintain and update promptly any changes in this information. Refer to our website on how to update information (such as your e-mail address) or contact us at the address provided on our website or in a Communication. Bank may require a process to confirm a change to sensitive information using a call back procedure or by requiring a second signature to implement a requested change. At our option, we may treat your provision of an invalid e-mail address as a withdrawal of your consent to receive electronic Communications.

**Hardware and Software Requirements.** In order to access, view, and retain electronic Communications that we make available to you, you must meet the hardware, software, system, and other requirements established by us from time to time as specified in Separate Agreements, Communications or User Guides. We reserve the right to change hardware, software, and systems requirements, including to meet current technology requirements.

**Requesting Paper Copies.** We are not obligated to send you a paper copy of any Communication unless you request it, or we otherwise deem it appropriate to do so. You can obtain a paper copy of an electronic Communication by printing it yourself or by requesting that we mail you a paper copy, provided that such request is made within a reasonable time after we first provided the electronic Communication to you. To request a paper copy, contact us using information provided on our website or in the Communication. We reserve the right to impose a fee for providing paper copies.

**Communications in Writing.** All Communications in either electronic or paper format from us to you will be considered “in writing.” You should print or download for your records a copy of this Agreement and any other Communication that is important to you.

**Termination/Changes.** We reserve the right, in our sole discretion, to discontinue the provision of your electronic Communications, or to terminate or change the terms and conditions on which we provide electronic Communications. We will provide you with advance notice of any such termination or change as required by Applicable Law.

**Additional Understandings.** You understand that you may incur costs, including but not limited to online time and other charges from your Internet Service Provider or mobile carrier, in accessing and/or viewing electronic documents. You understand that it is your responsibility to have the proper equipment/software that will enable you to view and print electronic documents.

**G. SECURITY: Customer is advised that certain Services may be provided by way of the Internet using the Business Online Banking Service or other software provided by Bank or its third-party service providers. In order to access Business Online Banking and/ or access certain other Services, Customer must designate in writing a person who will be responsible for system administration and all access approval rights within Customer’s organization (the “Company Administrator”). Customer must implement procedures to provide for stepped up authentication controls related to the ability of the Company Administrator to grant and remove user rights. Customer must be able to demonstrate procedures are being followed at Bank’s request.**

Bank will assign the Company Administrator a User ID, password, and multi-factor authentication solution as applicable for Customer as identification. Bank reserves the right to require a security token or other authentication solution, in its sole discretion, for use by the Company Administrator. Bank may require that additional fraud protections be implemented by Customer, such as malware detection, for the Company Administrator. The Company Administrator shall assign User IDs and passwords for Authorized Users for identification of such Authorized Users when they give instructions to Bank concerning transfers of funds via Business Online Banking or otherwise acting on behalf of Customer. Bank may require malware detection and/or multi-factor/step-up authentication solution for certain Authorized Users of Customer based on their rights to create, approve, or release transactions or to transmit files to the Bank. Customer understands and will cause the Company Administrator and each Authorized User to understand, that Customer, the Company Administrator, and the Authorized Users are responsible for maintaining the confidentiality of each User ID and password and all authentication devices and solutions. Customer agrees to notify and cause the Company Administrator and each Authorized User to notify Bank immediately of any actual or even suspected breach of the confidentiality of any User ID or password or security tokens. Customer shall implement a process to periodically review and remove rights for the Company Administrator and Authorized User(s) when roles and responsibilities change or the separation of employment by the Company Administrator or an Authorized User. Customer shall, at the request of the Bank, provide a description of these procedures and evidence of adherence by the Customer to this process. Customer shall hold the Bank harmless for failure of the Customer to ensure dual control for rights administration. Access to Business Online Banking and certain other Services requires that Customer receive and transmit information via connection to the Internet and/or remote computers or wireless communication devices over wireless telecommunications systems. Customer acknowledges that data including e-mail, electronic communications, and confidential financial data, may be accessed by unauthorized third parties when communicating to Bank using the Internet or other network or dial-up communications facilities, telephone, or any other electronic means. By using the Internet or other wireless or electronic communication system in connection with the Services or to otherwise communicate with Bank, Customer is assuming the risk that viruses, Trojan horses, worms, or other harmful components may be transmitted to Customer. Bank requires that Customer install and utilize on its system appropriate anti-virus and/or similar software or use other appropriate protections. CUSTOMER IS SOLELY RESPONSIBLE FOR INSTALLING APPROPRIATE

SOFTWARE, INCLUDING, BUT NOT LIMITED TO ANTI-VIRUS AND ANTI-SPYWARE SOFTWARE, AS WELL AS FIREWALL(S) ON CUSTOMER'S COMPUTER HARDWARE TO PREVENT KEY LOGGING AND/OR OTHER INTRUSIONS THAT MAY ALLOW A THIRD PARTY TO UNLAWFULLY INITIATE TRANSACTIONS OR VIEW ACTIVITY ON CUSTOMER'S COMPUTER OR OTHER HARDWARE. BANK DOES NOT WARRANT THAT THE SERVICES, ANY REPORT GENERATED IN CONNECTION WITH THE SERVICES, OR THE SERVERS OR OTHER PROPERTY THAT ARE USED TO PROVIDE THE SERVICES AND ANY REPORTS WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. CUSTOMER IS SOLELY RESPONSIBLE FOR ACCURATE CREATION, MODIFICATION, AND DELETION OF THE ACCOUNT INFORMATION MAINTAINED ON THE BUSINESS ONLINE BANKING SYSTEM AND IN THE SERVICES SUBJECT TO THIS AGREEMENT.

With respect to Business Online Banking system access, Customer agrees to use software produced by third parties, including, but not limited to "browser" software that supports a data security protocol compatible with the protocol used by Bank. Customer agrees to use software that supports protocols accepted by Bank and follow Bank's log-on procedures that support such protocols. Customer acknowledges that Bank is not responsible for:

- (i) notifying Customer of any upgrades, fixes, or enhancements to any such software; or
- (ii) any compromise of data transmitted across computer networks or telecommunications facilities, including, but not limited to, the Internet.

Except for applications commonly known as web browser software, or other applications formally approved by Bank in writing, Customer agrees not to:

- (i) use any software, program, application, or any other device to access or log on to Bank's computer systems, web site or proprietary software; or
- (ii) automate the process of obtaining, downloading, transferring, or transmitting any information to or from Bank's computer systems, web site or proprietary software.

In the event of any breach, attack or system failure, Bank reserves the right to require additional documentation, including written authorization via facsimile from the Company Administrator before accepting any order reinstating Customer's access to the Business Online Banking system. Any transaction initiated or authorized using a valid combination of a login ID, password, and other authentication when required will be considered authentic, valid, and binding by Customer and Bank.

Where required for any Service, Bank will make available to Customer one or more security procedures to be utilized in conjunction with the Service. Such security procedures, together with the procedures and requirements set forth in this Section I.G., are collectively referred to herein as the "Security Procedure" or "Security Procedures". The Security Procedure will be described in a User Guide (as hereinafter defined), implementation document, Separate Agreement, or contained within the Service (for example, an online screen). By utilizing the Service and employing the Security Procedure, Customer agrees that the Security Procedure is commercially reasonable for the type, size, and volume of transactions the Customer will conduct using the Service. Bank reserves the right to change, implement or require new and/or additional Security Procedures or features thereof by giving written notice to Customer. Customer agrees that its use of the Service after Bank provides notice of any such described change, will be deemed Customer's acceptance of the new Security Procedure. In addition, Customer understands and agrees that Bank may, in its discretion, adopt other commercially reasonable security procedures from time to time in connection with the Services, in addition to the Security Procedures, which additional security procedures may not be disclosed by Bank to Customer. Certain Services may include separate or additional security procedures set forth in one or more Separate Agreements, and with respect to such Services "Security Procedure" shall include those procedures set forth in the Separate Agreements relating to such Services.

From time to time, Bank may utilize the Internet and other Services necessary to offer training and support to Customer. Some tools utilized by Bank may require Bank personnel to view ("emulate") a Customer's user's computer screen. These tools may also require Customer's user to download or install applications allowing the use and access to user's screen. Customer allows use of support tools at Customer's own risk and will hold Bank harmless from any software/hardware conflict, breach of security caused by the application or any other damages caused by use of the software to provide training or support.



If Customer or its agents have reason to believe that any Security Procedure has or may have become compromised in any manner or known by unauthorized persons (whether or not employed by Customer), Customer must immediately notify Bank by telephone and confirm the oral notification in writing within 24 hours after such notification. Except as otherwise provided in this Agreement or by Applicable Law, Customer will be solely liable for all funds transfer instructions and other communications and transactions that were initiated utilizing the Customer's Security Procedures before Bank received and had a reasonable opportunity to act on the notice. Customer acknowledges and agrees that the purpose of Security Procedures is to verify the authenticity of the transaction, not to detect errors in the transmission or content of the transaction.

Customer assumes full responsibility for its selection of, access to, and use of Services obtained from Bank as indicated on a Separate Agreement. Customer shall be responsible for the confidentiality, maintenance, and use of its financial information, and of any access number(s), password(s), security tokens, log-in ID(s), personal identification number(s), passcode(s) and account number(s) assigned to Customer. Except as noted in other sections of the Agreement, or in Separate Agreements, if Customer requires more than one authorized signer's signature or authorization to conduct certain transactions related to Customer's Account(s) or the Services, this requirement will be deemed solely for Customer's own purposes. Bank will not be liable to Customer if at least one authorized signer's signature appears on Customer's checks, drafts, instructions, or orders, or if Bank's records indicate that a transaction, payment, or other product use was made by or on behalf of one authorized signer. This includes situations in which Customer has provided its access number(s), password(s), security tokens, log-in ID(s), personal identification number(s), passcodes and/or account number(s) to someone else to use.

Customer agrees not to hold Bank liable for following Customer's written orders or instructions. Customer agrees not to hold Bank liable for any damages of any kind resulting from Customer's disclosures of its access number(s), password(s), security tokens, passcode(s), log-in ID(s), or account number(s) to any person identified or not identified on a Separate Agreement. Except as otherwise provided in this Agreement or by Applicable Law, Customer will be responsible for all orders and instructions entered through and under Customer's access number(s), password(s), security tokens, log-in ID(s), personal identification number(s), passcode(s) and/or account number(s), and any orders or instructions so received by Bank will be deemed to have been received from Customer. All orders and instructions shall be deemed to be made at the time received by Bank and in the form received. Customer agrees to immediately notify Bank if Customer learns of:

- (i) any loss or theft of any of Customer's access number(s), password(s), security tokens, log-in ID(s), personal identification number(s), passcode(s) and/or account number(s); or
- (ii) any unauthorized use of any of Customer's access number(s), password(s), security tokens, log-in ID(s), personal identification number(s), passcode(s) and/or account number(s), or of the electronic Services or any information; or
- (iii) any receipt by Customer of confirmation of an order that Customer did not place, or any similarly inaccurate or conflicting report or information; or
- (iv) any other attack or breach of security, including the loss or theft of Customer's Authorized User's mobile device; or any theft of paper check stock.

If Customer fails to immediately notify Bank of any of the foregoing occurrences, it agrees that except as otherwise expressly provided in this Agreement or by Applicable Law, Bank will not be liable for any Losses resulting from Customer's failure to give such notice.

H. **THIRD PARTIES:** Bank may contract with third-party service providers or other parties with respect to one or more of the Services or the provision of a Service or parts thereof. To the extent applicable to Customer and made known to Customer, Customer agrees to comply with the requirements of the contracts between Bank and such third parties relative to the Services. Bank may, from time to time, refer Customer to third parties for the provision of products or services not offered by Bank. Customer acknowledges and agrees that such third parties are not affiliated with or endorsed by Bank. Customer further agrees that Bank does not guarantee such products or services and is not liable for the actions or inactions of any such third parties.

I. **THIRD PARTY NETWORKS:** Bank's ability to provide certain Services is dependent upon its ability to obtain or provide access to third-party networks. In the event any third-party network is unavailable, or Bank determines, in its discretion, that it cannot continue providing any third-party network access, Bank may discontinue the related Service or may provide the Service through an alternate

third-party network. In such circumstances, Bank will have no liability for the unavailability of access. In no event will Bank be responsible for any services or equipment that Customer receives from third-party vendors.

J. USER AND TRAINING GUIDES: Bank may provide Customer with user guides, training guides, or other operating procedures (the "User Guides") in connection with certain Services. Customer agrees to:

- (i) comply with the User Guides that Bank provides to Customer; and
- (ii) take reasonable steps to protect the confidentiality and security of the User Guides and any other proprietary property or information that Bank provides to Customer in connection with the Services.

K. DISPUTE RESOLUTION: In the event of any disagreement hereunder, or if conflicting demands or notices are made upon Bank relating to this Agreement or any Account subject to this Agreement, Bank may, at its option, refuse to comply with any claims or demands on it or refuse to take any other action hereunder with regard to the subject matter of the dispute, so long as such dispute continues; and in any such event, Bank shall not be, nor shall it become, liable to any person for its failure or refusal to act, and Bank shall be entitled to continue to so refrain from acting until:

- (i) the rights of all parties shall have been fully and finally adjudicated; or
- (ii) all differences shall have been adjusted and all doubt resolved by agreement among all the interested persons.

The rights of Bank under this paragraph are cumulative of all other rights which it may have at law or otherwise. Customer and Bank agree that any claim, dispute or controversy raised by either Customer or Bank against the other, or against the employees, parents, subsidiaries, affiliates, beneficiaries, heirs, agents or assigns of the other, arising or in any way pertaining to this Agreement, the Services or the relationship between Bank and Customer created by this Agreement, whether sounding in contract, tort or otherwise, shall be handled in accordance with the dispute resolution provision contained in the Account Terms. In addition to, and not in abrogation of, the foregoing, Customer acknowledges that violation of Customer's commitment regarding the security and use of the Business Online Banking system and Services may cause irreparable injury to Bank and/or its licensors and/or third-party vendors, and Customer agrees that Bank shall be entitled to seek and obtain temporary and permanent injunctive relief in a court of competent jurisdiction, without the necessity of proving actual damages or posting a bond, to prevent such violation.

**THE PARTIES HERETO KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN ANY SUIT, ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF, OR IN ANY WAY RELATING TO, THE SERVICES, THIS AGREEMENT OR ANY INSTRUMENT OR DOCUMENT CONTEMPLATED BY THIS AGREEMENT.**

L. PAYMENT AND CHARGES: Customer agrees to pay all fees and charges owed to Bank under this Agreement, the Separate Agreements, if any, and the Account Agreements as such amounts become due. Without limiting the foregoing, Customer agrees to pay the fees Bank establishes for each of the Services and any applicable account transaction fees set forth in Bank's fee schedules (each, a "Fee Schedule"), as the same may be amended from time to time. Customer further agrees that Bank may impose, and Customer will be responsible for, fees not set forth on a Fee Schedule. Bank will provide Customer with a copy of any Fee Schedule upon Bank's receipt of Customer's request therefor. In addition, special or additional Services performed at Customer's request will be subject to such additional terms and fees as Customer and Bank may agree. Customer shall maintain a balance in the various Accounts subject to this Agreement and any Separate Agreements sufficient to cover its payment obligations to Bank hereunder, and Bank shall be entitled to debit each respective Account for payment of such charges. If at any time there are insufficient funds in the subject Accounts to pay amounts owed, Bank may, but is not obligated to, notify Customer, and provide Customer a reasonable period of time within which to deposit sufficient funds. If sufficient funds are not deposited within the time specified, Bank shall debit the subject Accounts, or any other of Customer's Accounts maintained with Bank, into overdraft, and charge Customer an overdraft fee. Customer shall repay any amounts so debited, including any overdraft fee and other costs of collection, immediately upon demand. Bank may assess interest on any amounts debited by Bank which result in an overdraft to any Account subject to this Agreement at a rate disclosed in the applicable Fee Schedule. Bank shall not be liable for any damages to Customer resulting from action taken by Bank under this provision. In addition to any other remedy in law or equity, Bank may suspend or terminate Services if Customer fails to pay any fees or charges when due, and Customer agrees to hold Bank harmless and indemnify Bank from and against any claim, damage, loss, liability, and cost arising from such suspension or termination of Services.

In addition to the Services fees, Customer agrees to pay for all taxes, tariffs and assessments levied or imposed by any government agency in connection with the Services, this Agreement, and/or the software or equipment used by Customer (excluding any income tax payable by Bank). Customer is also responsible for the costs of any communication lines and any data processing charges payable to third parties, including, without limitation, Internet Service Provider fees and wireless carrier fees.

M. EQUIPMENT: Bank may recommend or require specific hardware and/or software to be used in connection with one or more Services. Such recommendations or requirements may change from time to time. Unless Bank agrees otherwise in writing, Bank makes no representations or warranties in regard to, nor will it provide technical support for such hardware or software. Customer shall be responsible for providing, maintaining, and bearing all costs of all equipment located on Customer's premises that is necessary for using the Services, including without limitation, telephones, terminals, modems, computers, and computer software. Bank assumes no responsibility for defects or incompatibility of any computers or software that Customer uses in connection with the Services.

N. APPLICABLE LAW: This Agreement shall be governed by and interpreted in accordance with the laws and regulations of the State of Oklahoma and applicable federal law, rules, and regulations. Customer consents to the personal jurisdiction of the State of Oklahoma or the state or federal Court located in Tulsa County Oklahoma, which shall have subject matter jurisdiction of any proceeding related to this Agreement.

O. CONFIDENTIAL INFORMATION: The Services, and all electronic data or media and records, and all information contained thereon, used by Bank with respect to the Services constitute Proprietary and Confidential Information (as such term is defined below) of Bank or Bank's licensors, vendors, or third-party service providers. Customer will not acquire any rights in the Services by virtue of using such Services or otherwise. Customer shall not:

- (i) make use of the Proprietary and Confidential Information, or that of Bank's licensors, vendors, or third-party service providers, other than as may be necessary to use a Service and then such use shall be limited to that purpose for only so long as Customer uses the Service; or
- (ii) disclose, divulge, distribute, publish, reproduce, or transfer Bank's Proprietary and Confidential Information, or that of its licensors, vendors, or third-party service providers except to persons who require access for Customer's use of the Services, or as required by Applicable Law.

For purposes of this Agreement, "Proprietary and Confidential Information" means any and all agreements, documents, data, records and other information with respect to the Services, including the terms of this Agreement, fees charged for the Services, User Guides, software and software licenses relating to the Services, user identification, passwords, security tokens, codes, keys, security devices, policies and procedures, embedded algorithms, and other similar devices and information relating to the Services. Proprietary and Confidential Information does not include information relating to the Services which is generally available and known to the public and its availability was not the result of wrongful or improper disclosure by Customer.

Bank may disclose information to third parties about Customer or any Account to which Customer has access, or Customer's transactions, in the following instances:

- When it is necessary for completing transfers or payments, or to investigate or resolve a problem related to a transfer or payment;
- To verify the existence and condition of Customer's Account for a third party, such as a credit bureau or merchant;
- To comply with a government agency or court orders, or in connection with fraud prevention or an investigation;
- If Customer gives Bank its permission; or
- On a closed Account if Bank reasonably believes Customer has mishandled it.

P. DOCUMENTATION: Customer agrees to execute, in a form and content satisfactory to Bank, any and all documents required by Bank to obtain and to continue to receive Services. Customer also agrees to provide Bank with any and all information and

documentation reasonably requested by Bank to perform its obligations under this Agreement and any Separate Agreements, and to comply with Applicable Law, including without limitation, the USA PATRIOT Act and its implementing regulations and the rules and regulations of the Office of Foreign Assets Control ("OFAC"). Information and documentation requested by Bank may include, without limitation, information regarding Customer's financial condition, business operations and the nature and capability of equipment owned and maintained by Customer for the purposes of accessing the Services. Bank's performance of the Services is conditioned upon Bank receiving timely, accurate, and complete data and information for the Services, in form reasonably required by Bank, that can be used on Bank's, or Bank's third-party service provider's, systems or equipment. If such data or information is not provided as required, Bank shall:

- (i) no longer be bound to the normal delivery schedule for any affected Service;
- (ii) have the right to charge Customer additional fees for the cost to convert nonstandard data or information into standard form or to complete or supply incomplete or missing data or information;
- (iii) be authorized to deliver as complete and finished whatever portion of the affected Services can be performed with the data or information that is available; and
- (iv) be authorized to return any incomplete or improper data or information and decline to provide any affected Service until accurate and complete data and/or information is provided.

Customer acknowledges and agrees that information acquired by it using Services is intended for reference purposes only, and Bank shall not be liable for any information which is outdated, inaccurate, incomplete, or otherwise incorrect. Bank may, in its sole discretion, make certain information available for Customer upon Customer's request. Customer shall be responsible for any expenses incurred by Bank in making such information available to Customer and shall reimburse Bank for such expenses at prevailing Bank rates.

**Q. SEVERABILITY; COUNTERPARTS:** If any provision of this Agreement is held to be invalid, illegal, or unenforceable, such provision shall be deleted and the remainder of the Agreement shall be enforced as if such invalid, illegal, or unenforceable provision had never been contained herein. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but such counterpart together shall constitute one instrument.

**R. TERMINATION:** Unless otherwise provided in any specific Service Terms or Separate Agreement, Customer may terminate this Agreement or any Service, with or without cause, at any time with not less than 30 days' prior written notice to Bank. This Agreement may be terminated or use of any or all Services limited or suspended, immediately by Bank at any time, with or without cause, in Bank's sole and absolute discretion, without notice to the Customer. Without limiting the generality of the foregoing, examples of when Bank may decide to terminate this Agreement or to limit or suspend the use of any Service include, but are not limited to:

- (i) if required by Applicable Law, including without limitation, the USA PATRIOT Act or OFAC rules and regulations;
- (ii) if Customer fails to comply with the terms of the Agreement;
- (iii) if Customer fails to pay when due any of the fees provided for in this Agreement or any other agreement with Bank;
- (iv) if any Customer Account subject to this Agreement is closed for any reason or is made the subject of a levy or garnishment, attachment, or similar process;
- (v) if any arrangement between Bank and any other entity required to provide the Services under this Agreement, including but not limited to, the Federal Reserve Bank, is terminated;
- (vi) if Bank believes, in its sole and absolute discretion, that continued provision of the Service(s) will cause or could cause a material risk to Bank, including, without limitation, regulatory compliance risk, financial loss, operational risk, fraudulent activity, reputational risk, or system disruption or failures, or
- (vii) if any Customer Account subject to this Agreement or Services have become inactive for a period of 90 days or more.

If Customer's participation in the Business Online Banking Service is terminated, Customer will not have access to the Business Online Banking System and paperless or online statements (if elected) will revert to paper statements. Additionally, any unprocessed payments and transfers will be canceled. Customer agrees to hold Bank harmless and indemnify Bank from and against such unprocessed or canceled payments and transfers.

Upon any termination of this Agreement:

- (a) Customer will immediately cease using the Services; and
- (b) Customer shall promptly remit all unpaid monies due under this Agreement to Bank.

Termination of this Agreement will not affect any obligations or rights of the Parties which accrued prior to termination. The provisions of Sections I.D, I.E, I.M, I.N, I.Q, III.V, XIV.J, XIV.K, XIV.M of this Agreement, and the other respective obligations of Bank and Customer, which by their nature would continue beyond the termination of this Agreement (including, without limitation, Customer's indemnification obligations hereunder), shall survive termination of this Agreement.

S. MODIFICATION/AMENDMENT: From time-to-time Bank may modify or amend any of the terms and conditions contained in this Agreement including, without limitation, any part of any exhibit, schedule, appendix, and Separate Agreement hereto or thereto. Such modifications or amendments shall become effective upon receipt of notice by Customer, or such other date as may be stated in Bank's notice to Customer. Notwithstanding anything herein to the contrary, except as required by law, Bank reserves the right to increase or decrease any fee(s) for Services at any time without notice to Customer. Bank may further modify or amend any terms, conditions, or operating procedures under this Agreement without prior notice to Customer including any of the Services Terms incorporated herein, where, in Bank's sole discretion, an immediate change is necessary to:

- (i) comply with Applicable Law or a regulatory authority with jurisdiction over Bank; or
- (ii) maintain or restore the security of Customer's Accounts or the applicable electronic services; provided, that Bank shall provide Customer with a notice of change in terms as soon as possible thereafter either by way of tangible or electronic means. Customer's continued use or receipt of Services shall evidence Customer's acceptance of such modified or amended terms.

T. NON-WAIVER: Bank's waiver of any breach or failure to enforce any of the terms or conditions of this Agreement at any time shall not in any way affect, limit or waive Bank's right thereafter to enforce strict compliance with every other term and condition hereof. Customer may be obligated to Bank under certain loan agreements and related instruments (the "Loan Documents"). Conflicts, if any, between the provisions of the Loan Documents and the provisions of this Agreement shall be resolved in favor of the Loan Documents.

U. NOTICE: Except as otherwise noted in this Agreement, all notices required or permitted under this Agreement shall be in writing. Notices to Customer may be mailed or delivered to the email or mailing address shown for Customer in a Separate Agreement and shall be deemed received on the earlier of receipt or three days after mailing. Notices to Bank must be mailed or delivered to the address posted on the Bank's website or in account opening documentation and shall be deemed effective no earlier than the end of the Business Day following the Business Day after it is received. Either party may change its address for notification purposes by giving the other party prior written notice of the new address and the date upon which the address will become effective. Notwithstanding the foregoing, if Customer has any electronic banking Service including but not limited to Business Online Banking, Customer agrees that except as may be otherwise required by Applicable Law:

- (i) any and all disclosures, notices, and other communications regarding those Services or this Agreement made by Bank, may be made electronically or by posting to such electronic banking Service or to Bank's web site; and
- (ii) any electronic disclosure, notice, or other communication Bank makes will be considered received when transmitted by Bank and any disclosure or communication Bank makes by posting to such electronic banking Service or to Bank's web site will be considered received when posted by Bank.

V. HEADINGS: Paragraph headings are used for identification purposes only and are not intended to limit the content thereof.

W. ENTIRE AGREEMENT: This Agreement, and any applicable Separate Agreements constitute the entire agreement between Bank and Customer as it relates to the rendition of Services and, except as otherwise stated herein and with the exception of any Loan Documents, supersedes any and all other agreements either oral or written between the Parties with respect to the subject matter hereof. This Agreement incorporates by reference all corporate resolutions, Separate Agreements and Account Terms with Bank, and any applicable User Guides or operating procedures for the Services regardless of whether such agreements or other documents have been executed by Customer. This Agreement is binding upon and will inure to the benefit of the parties hereto and their respective legal representatives, successors, and permitted assigns. Except as expressly stated herein this Agreement is not for the benefit of any other person, and no other person has any right against Bank or Customer hereunder.

X. ASSIGNMENT: Customer may not assign its rights under this Agreement without the prior written consent of Bank.

Y. ACCURACY OF INFORMATION: Customer is responsible for and Bank may rely upon the accuracy and authenticity of all data and other information furnished by Customer's employees and agents. Bank may rely on any data or information furnished to it using the Security Procedure(s) which identifies Customer, or any other person or entity authorized to act on Customer's behalf.

Z. CUSTOMER'S AGENTS: Customer assumes sole responsibility for any actions performed on Customer's behalf by Customer's agents or contractors. Customer agrees that Bank has no duty to monitor, detect or report any errors, omissions, or unlawful activities by Customer's agents or contractors. Customer agrees that Bank may rely on instructions, data, or any documentation provided to Bank by Customer's designated agents or contractors.

AA. AUTHORIZATIONS: Customer acknowledges that it is solely responsible for notifying the Bank of any change in Company Administrator, Authorized User(s), employees, or agents who may create, authorize, release, or affect any deposit or payment.

BB. TRAINING: As a condition of providing one or more Services to Customer and of Customer's right to use any such Services, Bank may require that Customer receive training with respect to such Service(s) from Bank or a third party selected by Bank. Bank and/or such third party may charge fees for such training as are set forth in its schedule of fees from time to time or as is otherwise agreed by Bank and Customer in writing. Training shall be considered to be a Service under this Agreement.

CC. ERRONEOUS TRANSMISSIONS: If Customer receives a facsimile or other electronic message or transmission from Bank or an agent of Bank that, on its face, indicates that either it is not intended for Customer or is incomplete or missing data (an "Erroneous Transmission"), Customer will immediately notify Bank by telephone or email and will securely return or otherwise destroy the original Erroneous Transmission to Bank in accordance with the Bank's instruction. Customer agrees that Customer will not disclose, use, review, copy, sell, disseminate, publish, or distribute any Erroneous Transmission.

DD. FUNDING LIMITS: In Bank's sole discretion, Bank may establish a limit determined by Bank on the amount of certain transaction items, including but not limited to ACH items (a "Funding Limit"), from time to time with respect to any Service under this Agreement. Bank will have no obligation to Customer to fund the Service for amounts in excess of the Funding Limit. If Bank establishes a Funding Limit, Bank will notify Customer. Bank may at any time, in writing, or by any other means of providing notice under this Agreement, notify Customer of any change Bank makes in the Funding Limit.

EE. AUDITING AND INTERNAL CONTROLS; FURTHER ASSURANCES: Bank reserves the right from time to time to audit, inspect, and review Customer's files, records, books, and systems with respect to the use of any or all Services and Customer's compliance with this Agreement and all Applicable Law. Customer will provide, within the timeframe specified by Bank, any and all documentation as Bank may request, from time to time, regarding Customer's compliance with this Agreement and all Applicable Law. Bank also reserves the right to require that Customer implement changes to Customer's internal controls and processes related to the use of the Services. Customer's failure to provide any requested documentation, to comply with any audit request made by Bank, or to implement reasonably requested changes to Customer's internal controls and processes related to its use of the Services within Bank's specified timeframe may result in closure of any or all of Customer's Accounts and Customer's other Accounts with Bank. Bank shall not be liable or responsible to Customer or any third party for any Losses, bodily harm, property damage, claims of the introduction of a virus or other malicious code into Customer's system, including any which allegedly delay, alter or corrupt the data of Customer, whether related to the transmission of imaged items or other data to Bank, or whether caused by Bank, Internet Service Providers, Internet browsers, or other parties providing communication services to or from Bank to Customer in connection with Bank's conducting an on-site inspection.

FF. CREDIT, AUDIT AND REGULATORY REVIEW: Customer is subject to satisfactory credit and audit review by Bank from time to time, at Bank's sole option and discretion, and in accordance with Bank's established credit and auditing criteria. Customer must also comply with requests for information and proof of such information, as may be requested from time to time, to meet regulatory requirements or Bank's periodic refresh of customer information. Customer shall, upon Bank's request, provide to Bank any such credit and audit related information and assistance as Bank may require in order to perform any such review. Bank may summarize its findings to Customer and/or Customer's representatives or those affiliated with Customer by common ownership or control. Customer's failure to meet such standards in the sole discretion of Bank or to provide such information or assistance when requested shall constitute a breach of this Agreement and shall permit Bank to terminate this Agreement and/or any individual Service including the closure of any Account(s) covered by this Agreement.

GG. No Internet Gambling: The Unlawful Internet Gambling Enforcement Act of 2006 ("UIEGA") prohibits any person engaged in the business of betting or wagering from knowingly accepting payments in connection with the participation of another person in unlawful Internet gambling. Bank does not offer commercial Account Services to businesses that engage in Internet gambling activities or that process transactions related to Internet gambling activities. Bank prohibits Customer from using any Account at Bank or any of the Services to process any transaction related to Internet gambling activities and reserves the right to close all of Customer's Accounts at Bank, without notice, if Customer violates this prohibition. "Unlawful Internet gambling" means to place, receive, or otherwise knowingly transmit a bet or wager by any means which involves the use, at least in part, of the Internet where such bet or wager is unlawful under any Applicable Law in the state or tribal lands in which the bet or wager is initiated, received, or otherwise made. Bank reserves the right to deny any transaction that may be restricted.

HH. No MARIJUANA-RELATED BUSINESSES: By signing this Agreement and using any Service provided hereunder, Customer represents and warrants that it:

- (i) is not engaged in the manufacture, production, distribution, sale, or other dispensation of marijuana, and,
- (ii) does not provide financial services, such as leasing of any assets, processing wire transfers, or accepting cash deposits, to any person engaged in the manufacture, production, distribution, sale, or other dispensation of marijuana.

II. FINANCIAL ACCOMMODATION: Customer acknowledges that this Agreement is an agreement to provide a "financial accommodation" as that term is defined in federal bankruptcy laws and, as a result, that neither Customer nor any bankruptcy trustee (including Customer when acting as a debtor-in-possession) has the ability to assume or reject this Agreement as an executory contract.

JJ. SECURITY INTEREST: In order to secure the prompt payment and performance of all of Customer's obligations to Bank under this Agreement, Customer hereby grants to and in favor of Bank a security interest in, to, and covering all of Customer's Accounts maintained by Customer with Bank, including all amounts (including reserves) held in such Accounts at any time and from time to time. In the event Customer initiates insolvency or bankruptcy proceedings, Bank shall be deemed a secured party for all purposes with respect to such Accounts and all amounts held in such Accounts. This security interest will survive termination of this Agreement.

KK. TELEPHONE MONITORING: Customer acknowledges, agrees, and consents on behalf of itself, and its owners, directors, officers, employees, representatives, affiliates, third-party vendors, or any other person acting on Customer's behalf, that Bank may monitor and record telephone conversations for the purpose of quality assurance and training at any time without further notice to the parties to such conversations. The decision to record shall be solely in Bank's discretion, and Bank shall have no liability for failing to do so.

LL. COOPERATION IN LOSS RECOVERY EFFORTS: In the event of any Losses or damages for which Bank may be liable to Customer or to a third party as a result of the provision of the Services, Customer agrees to undertake reasonable efforts to cooperate with Bank, as permitted by Applicable Law, in performing loss recovery efforts and in connection with any actions that Bank may be obligated to defend or elects to pursue against a third party.

MM. RESTRICTIONS ON USE: Customer agrees not to use any of the Services, including, without limitation, the Business Online Banking System, and any other software or other technology or materials provided by Bank or any of its service providers in or for any

illegal, fraudulent, unauthorized, or improper manner or purpose and Services will only be used in compliance with all Applicable Law. Without limiting the foregoing, Customer agrees that Customer will not use Services to transmit or disseminate:

- (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom Customer does not otherwise have a legal right to send such material;
- (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers;
- (iii) material or data, that is illegal, or material or data, as determined by Bank (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of Bank or any third-party service provider involved in the provision of Services;
- (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco, e-cigarettes), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or services of any wireless carrier;
- (v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or personal information;
- (vi) any material or information that is false, misleading, or inaccurate;
- (vii) any material that would expose Bank, any third-party service provider involved in providing Services, or any other third party to liability; or
- (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of a service provider or any third party. Customer agrees that Customer will not attempt to:
  - a) access a Service for which Customer's use has not been authorized;
  - b) use or attempt to use a third party's account; or
  - c) interfere in any manner with the provision of Services, the security of Business Online Banking or other Services, or other customers of the Services, or otherwise abuse Services.

## **II. ACCOUNT RECONCILIATION SERVICE TERMS.**

A. GENERAL: Customer may choose from a variety of Account Reconciliation Services and note its selection along with other information as required by Bank on the applicable Separate Agreement. Customer assumes all responsibility for the accuracy and completeness of information provided by Customer to Bank for any of Bank's Account Reconciliation Services. Customer acknowledges that Bank's and/or Bank's vendor's ability to provide Reconciliation Services is contingent upon Bank's or Bank's vendor's determination that Customer's checks meet magnetic character ink recognition specifications. Customer agrees to provide such checks and other documentation as may be reasonably required by Bank from time to time to make such determination. Paper checks that have been converted to an electronic item such as an Automated Clearing House RCK (Re-presented Check Entry), POP (Point-of-Purchase Entry), BOC (Back Office Check Conversion), or ARC (Accounts Receivable Entry) cannot be presented as Exception Reports items as set forth herein. To maintain the integrity of the Services, Customer is responsible to VOID the issues check(s) that are presented as RCH, POP, BOC, or ARC item(s). It is acknowledged and agreed that checks issued on an authorized Account will not be deleted from the Issued Payments File based solely on the time that has elapsed since the check was issued.



B. FULL ACCOUNT RECONCILIATION SERVICES: Customer will transmit to Bank pursuant to a file format and secure means of transmission that is approved by Bank, an electronic file that contains information on issued checks and Bank will use such information to reconcile checks paid against your Account to your issue file record.

C. PARTIAL RECONCILIATION SERVICES: Bank will either:

- (i) provide Customer with the ability to receive a file of all paid checks from Bank over an agreed upon period of time that have been debited from the designated Account(s) since the last reconciliation date; or
- (ii) subject to Bank's approval of the file format and secure means of transmission, Bank will create and transmit to Customer a separate electronic file of such paid checks.

D. DEPOSIT RECONCILIATION: Customer will encode a unique serial number on deposit slips for each location of Customer as Customer and Bank may agree. All deposits will be made to a single demand deposit Account and Bank will make available to Customer information on deposits grouped by location based upon such serial numbers.

### **III. AUTOMATED CLEARING HOUSE ("ACH") SERVICE TERMS.**

A. GENERAL: By selecting Automated Clearing House ("ACH") Services and completing the applicable Separate Agreement(s), Customer permits Bank to originate entries to Accounts maintained at Bank and other financial institutions by means of the Automated Clearing House ("ACH") Network where the Rules are established by NACHA. Bank has agreed to do so pursuant to the terms of this Agreement. The Parties agree that this Agreement constitutes an "Origination Agreement" for purposes of the Rules. Customer acknowledges the receipt of Bank's ACH training materials. Terms used in this Agreement that are not defined herein shall have the meanings ascribed to them in the Rules. For purposes of this Agreement;

- (i) "ACH Network" means the funds transfer system (network) governed by the Rules which provides for the inter-financial institution clearing of electronic entries for participating financial institutions,
- (ii) "ARC" means Accounts Receivable Entry,
- (iii) "BOC" means a Back-Office Conversion Entry,
- (iv) "CCD" means Cash Concentration and Disbursement Entry,
- (v) "COR" means Customer of Correction Entry,
- (vi) "CTX" means Corporate Trade Exchange Entry,
- (vii) "Effective Entry Date" means the date placed on an ACH transaction by the Originator of the transaction or the ODFI,
- (viii) "ENR" means Automated Enrollment Entry,
- (ix) "NOC" means Notification of Change Entry,
- (x) "ODFI" means Originating Depository Financial Institution,
- (xi) "POP" means Point of Purchase Entry,
- (xii) "PPD" means Prearranged Payment and Deposit,
- (xiii) "RCK" means Re-presented Check Entry,

- (xiv) "RDFI" means Receiving Depository Financial Institution,
- (xv) "Return Entry" means an entry sent back by the RDFI as not completed,
- (xvi) "Settlement Date" means the actual transfer of funds for ACH entries between financial institutions provided by the Federal reserve Bank,
- (xvii) "TEL" means Telephone Initiated Entry,
- (xviii) "WEB" means Internet Initiated Entry

B. **TYPES OF ENTRIES:** Bank will transmit debit and/or credit entries originated by Customer to the ACH Network as provided in the Rules and in this Agreement.

C. **ACH RULES:** Customer agrees to comply with and be bound by the Rules. The duties of Customer set forth in this Agreement in no way limit Customer's obligation to comply with the Rules. Any fines or liabilities imposed against Bank for a violation of the Rules caused by an act or omission of Customer are the sole responsibility of Customer. Costs associated with Rules publications and association membership will be the sole responsibility of Customer. If Customer utilizes a third-party vendor or processor, including, without limitation, to assist with the transmission of entries, Customer agrees to take such measures as may be necessary to ensure compliance with the Rules and any other requirements imposed by Bank or by such vendors and processors. All such vendors and processors must be acceptable to Bank. **Customer shall not originate any entries for, or on behalf of, any other party. Customer may purchase the Rules at [www.nacha.org](http://www.nacha.org).**

D. **UNITED STATES LAWS AND REGULATIONS:** The Customer's rights and obligations with respect to any entry are governed by the Rules, this Agreement and Applicable Law. It shall be the responsibility of the Customer that the origination of ACH transactions comply with the laws of the United States. This includes but is not limited to sanctions enforced by OFAC. It shall further be the responsibility of the Customer to obtain information regarding such OFAC enforced sanctions. (This information may be obtained directly from the OFAC Compliance Hotline at (800) 540-OFAC.)

E. **AUTHORIZATIONS:** Before Customer's initiation of the first debit or credit origination entry to a Customer's Account, Customer will obtain a proper authorization in accordance with the Rules and Applicable Law. The authorization must be readily identifiable as either an ACH credit or an ACH debit authorization and must clearly and conspicuously state the terms of the authorization in order that the consumer or company understands the authorization to which he or she is agreeing. All debits to consumer Accounts must be properly authorized and authenticated by the consumer in accordance with the Rules, with the exception of entries for RCK, ARC, and BOC, which require Customer to provide the consumer with notice of the check conversion policy. For PPD debit entries, Customer must provide the consumer with evidence of the authorization and information regarding the manner in which authorization can be revoked. Customer, upon request, must present a copy of the consumer's authorization to Bank within five Business Days, or such time period as required in the Rules. Customer must retain the signed or authenticated authorization for a period of two years following the termination or revocation of the authorization by the consumer or for the period required by the Rules or Applicable Law, whichever is longer. Customer will initiate no entry after the termination or revocation of an authorization. The following table shows the proper SEC Codes to use depending on how Customer obtained the authorization to debit/credit an individual or company's Account. These SEC Codes are in effect as of the date of this Agreement and are subject to change from time to time without prior notice:

<i>SEC Code</i>	<i>Debit / Credit</i>	<i>Authorization Method</i>
PPD	Debit or Credit	Debits: Written authorization with signature or similar authentication. Credits: In writing, verbally, or other non-written means
CCD, CTX	Debit or Credit	Signature or verbal agreement
WEB	Debit Only	Via the Internet or wireless network, or as otherwise permitted by the Rules

TEL	Debit Only	Verbal authorization via the telephone (phone line must be recorded line or notice sent)
POP	Debit Only	Check converted to electronic transaction at Point-of-Purchase. Written authorization and notice.
BOC	Debit Only	In-person presented check converted to electronic transaction during back-office processing. Notice provided at point of check being tendered and purchaser retains the check
ARC	Debit Only	Check received via mail/courier and converted to electronic transaction. Notice for each transaction
RCK	Debit Only	Notice and obtaining the item to which the RCK entry relates

\* All origination Entries to or from a business Account must be CCD or CTX. Please see CCD and CTX definition within this subsection or refer to the Rules for a detailed explanation.

F. **NOTIFICATIONS OF CHANGE:** Bank will notify Customer of Correction Entries (COR), which are commonly referred to as Notification of Change ("NOC") Entries, received in a timely manner after the settlement date of the NOC and in accordance with the Rules. This notification will be delivered to Customer electronically via Bank's Business Online Banking Service or, at Bank's discretion, may be given by phone to an individual designated as an authorized Customer representative, by e-mail, or by another acceptable means. It is the responsibility of Customer to review its NOC information daily and act on it in a timely manner and in accordance with the Rules. Except for any entry retransmitted by Customer in accordance with the requirements of this Agreement, Bank shall have no obligation to retransmit a returned entry to the ACH Operator if Bank complied with the terms of this Agreement with respect to the original entry. Customer agrees to make the changes submitted within timeframe specified by the Rules for receipt of the NOC information or before the next "live" entry, whichever is later. If the NOC is incorrect, Customer will generate a Refused NOC and deliver it to Bank within timeframe specified by the Rules.

G. **TRANSMISSION OF ENTRIES AND SECURITY PROCEDURES:** Customer will transmit all entries to Bank before the Bank-established cut-off time as established on a Separate Agreement utilizing a transmission method mutually agreed upon by Customer and Bank. Any files received after the final applicable Bank-established cut-off time for that Business Day will be deemed to have been received on the next Business Day. Customer will conform all entries to the format, content, data encryption, and other specifications contained in the Rules and as otherwise required by Bank. In connection with the transmission of an entry or file, Bank, in its sole discretion, may require Customer to send by fax, e-mail, or other electronic means a transmittal letter in a form approved by Bank. Customer authorizes Bank to transmit all entries received by Bank from Customer in accordance with the terms of this Agreement and to credit or debit such entries to the specified Accounts. Customer is strictly responsible to establish and maintain the procedures to safeguard against unauthorized transmissions. Customer warrants that no individual will be allowed to initiate transfers in the absence of proper supervision and safeguards and agrees to take reasonable steps to maintain the confidentiality of the Security Procedures and any passwords, codes, security devices and related instructions provided by Bank in connection with the Service. **Customer acknowledges and agrees that the Security Procedures outlined in this Agreement are commercially reasonable.**

H. **BANK OBLIGATIONS:** In a timely manner and in accordance with the Rules, Bank will process, transmit, and settle for the entries received from Customer which comply with the terms of this Agreement, including the Security Procedures. Bank shall have no obligation to transmit entries if Customer is in default of any of its obligations under this Agreement, including any obligation to pay Bank.

I. **WARRANTIES:** Customer certifies to Bank all warranties Bank is deemed by the Rules to make with respect to entries originated by Customer are true and correct in all respects. Without limiting the foregoing, Customer warrants and agrees that:

- (i) each entry is complete and accurate, is timely, has been authorized by the party whose account will be credited or debited, and otherwise complies with the Rules;
- (ii) each debit entry is for the sum which, on the settlement date with respect to it will be owing to Customer from the party whose account will be debited, is for a sum specified by such party to be paid to Customer, or is a correction of a previously transmitted erroneous credit entry;
- (iii) Customer will comply with the terms of Uniform Commercial Code Article 4A, if applicable, and shall otherwise perform its obligations under this Agreement in accordance with all Applicable Law; and

- (iv) Customer has and does hereby assume and confirm its acceptance of the warranty obligations and liabilities set forth in the Rules.

For any RCK Entries, ARC Entries, BOC Entries, WEB Entries, and TEL Entries originated, Customer certifies its compliance with all warranties made by Bank pertaining to such entries exchanged through the ACH Network. Customer agrees to ensure that all information included in each Batch header is accurate and complete, including, without limitation, the accuracy and completeness of Customer's name, identification number and each entry description.

J. DATA RETENTION: Customer shall retain data on file adequate to permit remaking of entries for one year following the date of their transmittal by Bank as provided herein and shall provide such data to Bank promptly upon its request. Customer is responsible to retain all items, source documents and records of authorization in accordance with the Rules. Information subject to Bank's right of inspection provided for in this Agreement shall include all information maintained by Customer with respect to all of Customer's customers, clients, vendors, and processors if, in the opinion of Bank, Customer's relationship with such parties is materially related to Customer's ACH transaction activity conducted through Bank under this Agreement. Physical site visits may be conducted to ensure notification and communication processes and disclosure requirements are being followed with respect to those addressed in the Rules. At Bank's request, Customer shall promptly provide information in form and content satisfactory to Bank of Customer's financial condition, operational capabilities, physical security, and internal audit procedures sufficient to demonstrate to the satisfaction of the Bank Customer's continued ability to perform its obligations hereunder in an accurate and timely manner. These rights are in addition to, and not in lieu of, those provided for elsewhere in this Agreement.

K. PROVISIONAL CREDIT: Customer acknowledges that the Rules make provisional any credit given for an entry until the financial institution crediting the account specified in the entry receives final settlement. If the financial institution does not receive final settlement, it is entitled to a refund from the credited party and the originator of the entry shall not be deemed to have paid the party.

L. FORM AND FORMAT: Bank shall control when and where offset entries occur.

Entry Settlement. Customer shall provide Bank with available funds not later than the cut-off time established by the Bank on each Settlement Date sufficient to pay all credit entries initiated by Customer which are to be settled on that date or as otherwise provided for in the Separate Agreement related hereto. Bank shall determine, in its sole discretion, if, and to what extent, the terms and conditions of the Separate Agreement related hereto shall apply to each entry. Customer hereby authorizes and instructs Bank to make debits, credits, and transfers to and from Customer's Accounts as appropriate or necessary in connection with any of the ACH services provided by Bank under this Agreement.

Credit Entries. Bank reserves the right, in its sole discretion, to debit Customer's Account at the time of transmittal or at any time prior to settlement the amount of each credit entry submitted by Customer. Customer agrees to have sufficient available funds in the Account at the time of transmittal to cover the amount of each credit entry submitted.

Debit Entries. Bank shall, on the applicable Settlement Date, credit the Account for the total of each debit file transmitted to Bank. In the event any entry is returned in accordance with the Rules by an RDFI after Bank has provided credit, Customer shall, immediately upon demand, repay Bank the amount of the Return Entry. Bank may require Customer to maintain reserves in accordance with Section III.R. of this Agreement.

M. PRE-FUNDING: Bank reserves the right, in its sole discretion, to require Customer to prefund an Account maintained at Bank prior to the Settlement Date of the file. Bank shall determine whether pre-funding is required based on criteria established from time to time by Bank. Bank will communicate directly to Customer if pre-funding is required. If it is determined that pre-funding is required, Customer will be required to have available funds sufficient to pay all entries initiated by Customer prior to transmitting any credit entries for which pre-funding is required. Upon initiation of such entries, Bank is authorized to immediately charge the Account in the total amount of such entries. Customer acknowledges and agrees that such funds will be held solely for the benefit of Bank and that Customer will not be entitled to earnings credit or interest earnings thereon.

Notwithstanding any other provision in this Agreement to the contrary, Bank shall have the absolute right, in its sole discretion, to place a hold on funds in the Account, as well as any other Account maintained by Customer at Bank, at any time, in any amount and for the length of time Bank deems necessary in order to ensure Customer's compliance with its obligations hereunder.

N. SETTLEMENT: Customer will maintain an Account with Bank at all times during the term of this Agreement and until the period for Return Entries has elapsed. Customer will maintain in the Account funds sufficient to cover all credit entries originated and returns of debit entries originated, in accordance with the Account Agreement and any Separate Agreements (including any applicable overdraft protection plans). Customer authorizes Bank to debit its Account for the total of all credit entries or returns of debit entries. In the event that the funds in Customer's Account are insufficient to cover Customer's obligations hereunder, Customer agrees that the Bank may debit any Account maintained by Customer with the Bank or any affiliate of the Bank or that the Bank may offset against any amount it owes to Customer in order to obtain payment of Customer's obligations hereunder.

O. CANCELLATION OR AMENDMENT OF ENTRIES: Customer shall have no right to cancel or amend any batch or file after receipt of the batch or file by Bank. However, Bank shall use reasonable efforts to act on a request by Customer to cancel a batch or file before transmitting it to the ACH Network or processing it as an on-us entry. Bank shall have no liability if it fails to effect the cancellation. If Customer submits a batch or file for processing, but after transmission determines that the batch or file should be canceled, Customer must follow the cancellation/deletion procedures as set forth by the Bank. Customer agrees to only seek cancellation of an entire file or Batch, subject to the terms and conditions of this Agreement, and shall not seek cancellation of a single entry. Customer shall indemnify the Bank against any expenses, losses, or damages that the Bank may incur in effecting or attempting to effect the cancellation or amendment of an entry/file.

P. REJECTION OF ENTRIES: Bank may reject any entry/file, including an on-us entry, with or without cause. If at any time prior to transmitting entries to an ACH Operator Bank determines, in its sole discretion, that the transmission of such entry or file may expose Bank to liability or risk of loss, Bank shall have the absolute right to reject such entry or file without penalty or liability. In addition, without limiting the foregoing, Bank may reject any entry or file (as applicable):

- (i) that exceeds the established limits set by Bank from time to time;
- (ii) that contains an entry type that is not approved in the Separate Agreement;
- (iii) where Customer's name and identification number contained in an entry or Batch header does not match the name and identification number of Customer in Bank's systems or records; or
- (iv) that contains an invalid Effective Date. Bank will attempt to notify Customer of such rejection no later than the Business Day such entry would otherwise have been transmitted by Bank to the ACH Network or, in the case of an on-us entry, its effective entry date.

It shall be the responsibility of Customer to remake any entries or files rejected by Bank or the ACH Operator.

Q. RETURN ENTRIES: Bank shall notify Customer of the receipt of a Return Entry. Bank shall have no obligation to re-transmit a Return Entry if Bank complied with the terms of this Agreement with respect to the original entry. Customer authorizes Bank to charge back the amount of any Return Entry to Customer's designated Account as soon as information is made available to Bank. Customer will promptly provide sufficient available funds to indemnify Bank if any debit entry is returned after Bank has permitted Customer to withdraw funds in the amount thereof or if any adjustment memorandum that relates to such entry is received by Bank. All indemnities provided for in this Section III are in addition to, not in lieu of, any other indemnities provided for in this Agreement. Customer must act on all returned entries in accordance with the requirements in the Rules imposed on Originators.

R. REVERSALS: Customer may initiate a reversing entry or file of entries for erroneous or duplicate transactions, as permitted by the Rules. Customer will transmit all reversing or correcting entries to Bank before the Bank-established cut-off times as established on a Separate Agreement. Any files received after final Bank-established cut-off time will be deemed to have been received on the next Business Day. In doing so Customer warrants that it has initiated the entries or files within five Business Days of the original entry or entries and within 24 hours of discovery of the error. Customer also warrants that the account holder of a reversing entry has been notified of the reversal, and the reason for the reversal, no later than the settlement day of the reversal. For both reversing Entries and files, Customer shall indemnify all parties of the transaction(s) from and against any claim, demand, Losses, or liability.

S. RESERVES: From time to time, Bank shall evaluate Customer's transaction activity for the purpose of establishing averages for transaction frequency, amount, returns, and adjustments. These evaluations will occur at a frequency established by Bank in its sole discretion. In connection with these evaluations, Bank reserves the right, in its sole discretion, to require Customer to establish reserves with Bank in an amount calculated by Bank to cover Customer's obligations to Bank arising from ACH activities under this Agreement. If reserves are required by Bank, the amount and terms of reserves will be communicated directly to Customer from time to time, and Customer agrees to establish such reserves as required by Bank prior to transmitting ACH entries or files. Bank may suspend ACH processing activity for Customer if Customer fails to establish the required amount of reserves 1) within the time period specified by Bank in its communication to Customer, or 2) prior transmitting ACH entries or files.

T. NAME AND ACCOUNT NUMBER INCONSISTENCY: Customer acknowledges that, if an entry describes the Receiver inconsistently by name and account number, payment of the entry may be made as provided in the Rules on the basis of the account number even if it identifies a party different from the named Receiver.

U. EXPOSURE LIMITS: Customer shall comply with the monetary file or entry limits established by Bank from time to time.

"Entry Settlement Limit" means the maximum aggregate amount of In-Process Entries permitted to be outstanding at any time, which amount shall be separately communicated to Customer by Bank in writing from time to time.

"In-Process Entries" means the aggregate dollar amount of all credit or debit Entries initiated by Customer and in process on any date for which settlement has not occurred with respect to credit Entries, or the applicable period for the return of items has not expired with respect to debit Entries.

"Over limit Entry" means an entry the amount of which would cause the aggregate amount of In-Process Entries to exceed the Entry Settlement Limit.

Customer agrees that Bank may not process an Over limit Entry. Bank may suspend any Over limit Entry submitted by Customer and may, following its receipt of an Over limit Entry, suspend all In-Process Entries. Customer acknowledges that any Over limit Entry or other In-Process Entries suspended by Bank will not settle on their scheduled Settlement Date. If Customer wishes to initiate an entry that would cause the amount of In-Process Entries to exceed the Entry Settlement Limit, Customer may submit to Bank its request to initiate an entry that otherwise would be an Over limit Entry. Customer must submit its request no later than the cut-off time established by the Bank prior to the date on which Customer wishes to initiate the entry that otherwise would be an Over limit Entry. Bank may require from Customer financial or other information in connection with Bank's consideration of the request and Customer agrees to promptly provide Bank with such information. Bank may grant or deny Customer's request at its sole discretion. In addition to the foregoing, Bank reserves the right, in its sole discretion, to limit the nature and amount of the preauthorized debit/credit Entries processed under this Agreement or to refuse to process any debit/credit Entries under this Agreement if, in Bank's sole judgment:

- (i) there is reasonable cause to believe that an entry will be returned or will not settle in the ordinary course of the transaction for any reason;
- (ii) to do otherwise would violate any limit set by the applicable clearinghouse association or any governmental authority or agency to control payment system risk; or
- (iii) a preauthorized credit entry or the return of a preauthorized debit entry would create an overdraft of Customer's Accounts.

If any of the foregoing actions are taken by Bank with respect to a particular preauthorized debit/credit entry, Bank will notify Customer as promptly as practicable, but in no event later than two Business Days after its decision.

V. FUNDS AVAILABILITY: With respect to originated debit transactions, Bank will use commercially reasonable efforts to make funds available to Customer by 9 a.m. Central Time on the applicable Settlement Date.

W. PRE-NOTIFICATIONS: If Customer chooses to transmit pre-notification entries, Customer may initiate live dollar entries no sooner than at least three Business Days following the Settlement Date of the pre-notification entry, provided that no Return Entry or NOC related to the pre-notification entry is received. At the time of origination, Customer must provide Bank with a pre-notification specifying the Receiver's name, identification number, account number, RDFI bank transit routing number and zero-dollar amounts.

In order to permit the receiving bank to verify the accuracy of the data prior to posting of actual transactions, Customer shall send pre-notifications to Bank utilizing a transmission method mutually agreed upon by Customer and Bank. Customer understands that RDFIs are only obligated to verify the validity of the Receiver's account number. While the RDFI may choose to verify additional contents of the pre-notification (for example, the Receiver's name), it has no obligation to do so. The lack of a response on a pre-notification entry by an RDFI does not warrant or imply that the entry Customer sent is valid or accurate and the first live entry could be returned.

In the event a pre-notification is rejected by an RDFI, and Customer is so notified, Customer shall correct or remove the reason for the rejection prior to submitting another Entry. If Bank receives a Notification of Change in response to the Prenotification by the opening of business on the second Banking Day following the Settlement Date of the Prenotification, Customer must not transmit subsequent Entries to the Receiver's account until it has remedied the reason for the Return Entry or made the correction requested by the Notification of Change. If Bank receives a Notification of Change in response to the Prenotification after the opening of business on the second banking day following the prenote's settlement date, Customer must make requested changes within six banking days of receiving the NOC information or prior to transmitting the next entry, whichever is later.

X. EFFECT OF TERMINATION: Notwithstanding any termination of this Agreement, this Agreement shall remain effective in respect to any transaction occurring prior to such termination, including, without limitation, Bank's rights or Customer's obligations with respect to any Entries initiated by Customer prior to such termination, or the payment obligations of Customer with respect to services performed by Bank prior to termination, or any other obligations that survive termination of this Agreement by their terms. Customer's obligation with respect to any entry shall survive termination of this Agreement until any applicable statute of limitation has elapsed.

Y. CUSTOMER RECORDS: This Agreement and the performance of Services by Bank shall not relieve Customer of any obligation imposed by law, clearinghouse rules, or by contract regarding the maintenance of records or from employing adequate audit, accounting and review practices as are customarily followed by similar businesses. Customer shall retain and provide to Bank, upon request, all information necessary to remake or reconstruct any deposit, transmission, file, or entry for 30 days following receipt by Bank of the deposit, file, entry, transmission, or other order affecting an account, unless another timeframe is specifically required by this Agreement, in which case the specific timeframe shall control.

Z. SAME-DAY ACH PROVISIONS: The Bank, in its sole discretion, may determine whether same-day ACH origination is to be offered to Customer. The following provisions apply to the origination of credit Entries and debit Entries that are eligible for same day processing by means of the ACH Network (the "ACH Same-Day Services"). In the event there is a conflict between the other terms of this Agreement and those set forth in this subsection X, the terms of this subsection X will govern your use of ACH Same-Day Services.

- (i) Underwriting. Customer approval for use of ACH Same-Day Services may be subject to underwriting criteria established by Bank from time to time, including, without limitation, for the specific purposes of determining the creditworthiness of Customer. If Bank requires application of underwriting criteria to Customer for approval for use of ACH Same-Day Services, Bank will communicate to Customer the nature and content of that criteria and the information Customer will be required to provide to Bank. Accordingly, Customer agrees to promptly provide Bank such financial, business, and operating information for Customer as Bank may request in connection with Bank's underwriting and approval process.
- (ii) Eligibility. Customer agrees and acknowledges that ENR Entries and entries greater than the limits established by NACHA are not eligible for ACH Same-Day Services. For purposes hereof, an "ENR Entry" is a non-monetary entry that enrolls a person with an agency of the United States Government that will enable Entries to such person's account at a participating depository financial institution.
- (iii) Cut-Off Times; Entry Settlement. Customer requests to initiate entries for which Same-Day ACH Services are requested must be received no later than the cut-off time established by the Bank. Customer shall provide Bank with available funds sufficient to pay all such Same-Day ACH entries no later than deadline established by the Bank. Bank shall have no liability for any entry for which ACH Same-Day Services are requested that does not settle on the day on which the request is received by Bank.
- (iv) Availability of ACH Same-Day Services. Customer acknowledges and agrees that not all ACH Same-Day Services may be available as of the date hereof and that ACH Same-Day Services will be available if, when and as required by, and in

accordance with, the Rules. Customer further acknowledges and agrees that Customer may be subject to additional fees for the use of ACH Same-Day Services.

#### IV. BUSINESS MOBILE DEPOSIT TERMS.

A. **GENERAL:** These Business Mobile Deposit Service Terms between the Customer and Bank together with Separate Agreements between Customer and Bank as they may be amended or modified from time to time, contain the terms and conditions for using Bank's Mobile Deposit Services.

B. **FEES AND CHARGES:** Bank's fees and charges for the Services as set by Bank from time to time are determined and applicable and set forth in our Fee Schedule and are in addition to all other Bank fees and charges. Fees from Customer's phone or wireless carrier and any other third-party fees Customer incurs by reason of Customer's use of the Services are Customer's responsibility and not ours.

C. **DEPOSIT SERVICES:** To use the Business Mobile Deposit Service, Customer must be an Account holder in good standing as determined by Bank. Customer converts a paper check to an image that is deposited using a mobile device ("E-Item"). The E-Item must meet Bank's standards for acceptance for E-Items before depositing into Customer's Account. A "Check" means an original check, not a copy, reproduction, truncation, or image.

D. **SUMMARY OF STEPS FOR E-ITEM DEPOSIT SERVICE:** In order for Customer to use the Services to present Bank with a deposit of an E-Item in lieu of the Check, Customer must:

- (i) Endorse (all named payees on the Check must endorse) the back of the Check for mobile deposit as may be required by Bank;
- (ii) Using Customer's own device, an internet or cellular connection, and the Bank's mobile app, image the FRONT AND BACK of the endorsed Check and transmit BOTH FRONT AND BACK images of the Check to Bank for presentment of the E-Item for deposit into Customer's Account; and
- (iii) upon confirmation through Customer's transmitting device by Bank that the E-Item is accepted for deposit, securely store, and destroy the Check as set forth in this Agreement and applicable Separate Agreements. Failure to follow Bank's instructions to securely store and timely destroy the Check could result in liability to Customer.

"Duplicate Presentments" are absolutely prohibited. A "Duplicate Presentment" is presenting for deposit or payment an E-Item or Check that has already been successfully deposited or paid, whether by Customer or someone else, and whether with Bank or someone else. Some or all of the foregoing may be modified, added to, or replaced by Bank from time to time, and Customer agrees to follow the requirements and instructions as such modifications, additions, replacements, and adjustments are implemented, from time to time, and as further required by this Agreement.

E. **LEGIBLE IMAGE; ACCEPTING CHECK IMAGE FOR E-ITEM DEPOSIT; IMAGES NOT ACCEPTED:** The image transmitted to Bank for deposit must be legible according to the standards for items to be payable through the check payments system and Customer warrants it is so legible. These standards may change from time to time for Bank and all such changes shall also be applicable to images Customer or its Authorized Users present as E-Item deposits. As between Customer and Bank, Bank shall be the sole judge of whether an image is sufficiently legible for deposit as an E-Item with Bank. Bank reserves the right to verify all checks or instruments presented as acceptable or not for deposit including any image submitted as an E-Item deposit using the Services. Bank may reject an image presented for E-Item deposit in Bank's sole discretion without any liability to Customer whatsoever. Normally, Bank will inform Customer and/or Authorized User at the time Customer or Authorized User attempts to deposit an image as an E-Item if it has been accepted for deposit. If Customer or Authorized User is not informed the E-Item deposit has been accepted, Customer should treat it as if it has not been accepted for deposit and thus, no deposit made to Customer's Account. **In such a case, Customer or Authorized User must not destroy the original instrument or Check because Customer may be required to physically present the instrument or Check to Bank for deposit at Bank's location in order to receive credit for deposit** as with any instrument as provided under Customer's deposit Account Agreement. Only E-Items will be accepted for deposit using the Services.



F. TYPES OF CHECKS: Only certain types of Checks are permitted to be deposited using the Services. Some Checks and instruments that Customer may deposit physically with Bank are not permitted to be imaged and deposited using the Services. Images of these are not “E-Items” and include the following:

- (i) Checks payable to any person or entity other than Customer;
- (ii) Checks not endorsed as required by this Agreement;
- (iii) Checks containing any alteration of which Customer knows or believes to be fraudulent or not authorized by the owner of the account on which the check is drawn;
- (iv) Any Checks that are not in original form with a signature, such as Substitute Checks or remotely created checks;
- (v) Checks written off an account at a financial institution located outside the United States;
- (vi) Checks not payable in United States currency, or
- (vii) Such other Checks or instruments Bank designates from time to time.

G. CUT-OFF TIMES FOR DEPOSITS AND FUNDS AVAILABILITY: The daily cut-off time for deposit of an E-Item made using the Services is established by Bank and may be changed from time to time or adjusted temporarily due to inclement weather, Bank’s offices being closed, systems outages and the like, or as otherwise legally permissible. It is Customer’s responsibility to ensure Customer’s E-Item deposit is presented before the cut-off time. E-Item deposits accepted by Bank after the cut-off time will be credited in the same manner as other deposits. Customer’s funds will be available to Customer with any successful E-Item deposit in accordance with Bank’s Funds Availability Policy Disclosure, subject to the above noted applicable cut-off times for accepting deposits of E-Items.

H. NON-RECEIPT OF E-ITEM: If for any reason Bank does not receive an E-Item Customer intends for deposit, Bank is not responsible for and does not undertake or accept any responsibility for any such E-Item or deposit. Errors or other problems with communications over the Internet or to or from Customer’s device, whatever the cause, are likewise not Bank’s responsibility. It is **Customer’s responsibility** to check Customer’s Account and confirm that the E-Item was deposited and correctly credited to Customer’s Account. Customer may not be able to confirm Customer’s E-Item deposit until the next day. Errors should be immediately reported to Bank.

I. WARRANTIES; RETURNS AND DEPOSIT CREDIT REVERSED: By presenting Bank an image for deposit as an E-Item using the Services, **Customer is making the following warranties** with regard to such image and E-Item:

- (i) Customer is the entity entitled to enforce the Check and E-Item;
- (ii) All signatures and endorsements on the Check and the E-Item are authentic, authorized, not prohibited by this Agreement, and are fully compliant with this Agreement;
- (iii) Neither the Check nor the E-Item has been altered;
- (iv) The Check and E-Item are not subject to a defense or claim in recoupment of any party that can be asserted against Customer;
- (v) the E-Item is not a duplicate presentment; and,
- (vi) Customer has no knowledge of any insolvency proceeding commenced with respect to the maker or acceptor of the Check or E-Item, or, in the case of an unaccepted draft, the drawer.

Further, if the deposit of an E-Item that was initially accepted by Bank for deposit is later determined to be unacceptable or otherwise not proper for credit as a deposit or otherwise not payable, dishonored or returned to Bank unpaid for any reason, then any deposit credit Customer received will be reversed and Customer’s Account debited so that any funds made available to Customer will be removed from Customer’s Account and Customer will be notified concerning Customer’s deposit and the removal of the funds from Customer’s Account. The same rules and laws as well as terms and provisions of Bank’s other agreements with Customer, will govern such situations. Further, in

the case of an E-Item later determined to be unacceptable or otherwise not proper for credit as a deposit or otherwise not payable as noted above, Bank may notify Customer of Bank's actions and the effect on Customer's Account by email, regular mail or other means at addresses Customer has provided Bank in connection with Customer's Account including Customer's email address or in connection with the online platform. Such method of notice is acceptable to Customer and triggers any and all time periods under Bank's agreements and Applicable Law for Customer to take any action or give any notice or demand to Bank in connection with Bank's actions concerning Customer's Account.

J. CHANGES/TERMINATION/REMOVAL OF SERVICE: The Service Terms may be modified, added to, or otherwise adjusted in Bank's sole discretion and without prior notice to Customer. If Customer's deposit Account is closed by either Customer or Bank for any reason, the Service will be automatically terminated at or before the time Customer's deposit Account is closed. If Customer's deposit Account is suspended by Bank, the Service will be automatically suspended and will only be available for Customer's use thereafter at Bank's sole discretion until further notice.

K. RETENTION PERIOD AND DESTRUCTION OF ORIGINAL CHECK: **Customer is entirely responsible for retaining and destroying the original Check.** Customer agrees to have controls in place to ensure that all checks deposited through the Business Mobile Deposit Service are destroyed within a commercially reasonable period of time, as specified by Bank to be not less than 30 days, and no longer than 60 days. Until destruction, Customer agrees to retain original checks in a secure location. No check transmitted to Bank or its vendor shall be deposited into any bank causing funds to be debited twice from the account of the check writer. Customer agrees to be responsible for all damages resulting from a lack of proper controls over processed checks. Bank makes no representation or warranty as to the appropriate length of time that original checks should be retained or the appropriate method(s) of destruction after such period of time has elapsed. Customer should consult legal counsel regarding the appropriate length of time original checks should be retained based on your business needs.

L. LIMITATIONS AND DEPOSIT LIMITS: When using the Services, Customer may experience difficulties that are outside Bank's control or there may be times when the Services are not available. Bank may establish limits on the number of checks, or the total dollar amount of checks deposited using the Services at any one time or over any given period of time or other similar limits. Although Bank will attempt to inform Customer concerning such limits, such limits may change from time to time at the sole discretion of Bank and without notice to Customer. Bank is not responsible for any difficulties that Customer may experience or any damages that Customer may incur as a result of these limitations or unavailability of the Services.

M. HARDWARE AND SOFTWARE MUST BE COMPATIBLE: The Services require, in addition to what has already been stated hereinabove, that Customer obtains and maintains, at Customer's own expense, the compatible hardware, software, and Internet connection as required to utilize the Services (such as a mobile phone with Internet service and a camera of sufficient quality to capture legible digital images of checks, and software that allows access and use of the Services). Bank is not responsible for the function or operation of any third-party software Bank does not provide.

N. SECURITY OF CUSTOMER'S MOBILE DEVICE AND ACCOUNT INFORMATION: Customer is responsible for maintaining the confidentiality and security of Customer's mobile devices, access number(s), password(s), security question(s) and answer(s), Account number(s), login information, and any other security or access information, used by Customer to access the Services (collectively, "Access Information"), and preventing unauthorized access to or use of the information, files or data that Customer stores, transmits or uses in or with the Services (collectively, "Account Information"). Customer agrees not to supply Customer's Access Information to anyone. Customer is responsible for all electronic communication including image transmissions, text message, e-mail, and other data (for purposes of this subsection N, "communications") entered using the Access Information. Any communications received by Bank through the use of the Access Information will be deemed to be sent or authorized by Customer. Customer agrees to immediately notify Bank if Customer becomes aware of any loss, theft, or unauthorized use of any Access Information, including Customer's mobile devices. Bank reserves the right to deny Customer access to the Service (or any part thereof) if Bank believes that any loss, theft, or unauthorized use of Access Information has occurred.

O. CUSTOMER'S RESPONSIBILITY TO NOTIFY BANK OF ERRORS: Customer should **immediately notify Bank** if Customer is aware **of an error** in regard to an E-Item or attempted E-Item deposit to Customer's Account as Customer may have liability as a result of the error. Customer's E-Item deposits through the Services will be reflected on Customer's periodic Bank Account statement.

P. **DAMAGES LIMITATIONS:** In no event shall Bank be liable to Customer or any third party for any damages arising from or by reason of the Services or any attempted and failed use of the Services, whether direct or indirect, special, incidental, or consequential, loss of profits, good will, or other loss whatsoever, whether Bank received notice thereof or not.

## V. BUSINESS ONLINE BANKING SERVICE TERMS.

A. **GENERAL:** Customer may use the Business Online Banking Services to:

- Transfer funds between Customer's checking, money market and savings Accounts on either a one-time or recurring basis, subject to Bank's Account Terms.
- Make payments from Customer's deposit Accounts to certain Loan Accounts;
- View current balance information for Customer's Accounts;
- Review available transactions for Customer's Accounts;
- Place stop payment requests;
- Initiate wire transfer requests;
- Send Bank secure online mail messages and questions regarding Customer's Business Online Banking Service; and
- Perform other functions as described in this Agreement.

Some of the above services may not be available for certain Accounts, or if you access Business Online Banking through a mobile device. Bank reserves the right to restrict the use of Business Online Banking for any Account type or to impose any other limitation or restriction on the use of the Business Online Banking Service. Bank may require additional information on a Separate Agreement prior to granting access to certain Business Online Banking features.

B. **INTERNAL TRANSFERS:** This subsection governs internal transfers between Customer's Accounts that are initiated by Customer through Business Online Banking. Bank's Funds Transfer Service terms and conditions herein and contained in Separate Agreements govern wire transfers and similar funds transfers to other customers' Accounts at Bank and wire transfers and similar funds transfers to third parties' accounts at other financial institutions. This subsection does not govern transfers made through the ACH System within the United States, as defined by the National Automated Clearing House Association ("NACHA") rules (the "Rules") as those rules may be amended from time to time, which are governed by Section V of this Agreement.

**Creating Transfers.** Customer may create internal transfers ("Transfers") on a one-time or recurring basis. One-time Transfers may be immediate or scheduled for a future date. The recurring Transfer feature may be used to schedule Transfers of a set amount at regular intervals. Transfers can be made between Accounts owned by Customer.

If permitted by Bank, Customer may create Transfers to certain Loan Accounts, as determined by the Bank in its sole discretion.

Customer-initiated Transfers made using the Business Online Banking Service may be subject to the following limitations:

- (i) Transfers between Accounts can be requested for any amount up to the available balance in the Account from which the Transfer is made at the time of the transaction, up to a daily maximum as may be established by the Bank;
- (ii) All Transfer limits are subject to temporary reductions to protect the security of customer Accounts and/or the Transfer system; and
- (iii) At Bank's discretion Bank may refuse to process any transaction that exceeds any established Bank limits. In this case, Customer is responsible for making alternative arrangements or rescheduling the Transfer within the Business Online Banking system.

Customer authorizes Bank to withdraw, debit or charge the necessary funds from Customer's designated Account in order to complete all of Customer's designated Transfers. The completion of a Transfer is subject to the availability of sufficient funds in accordance with the Account Agreement and any Separate Agreements (including any applicable overdraft protection plans) at the time the transaction is posted. If sufficient funds are not available to complete the Transfer, Bank may either:

- (a) complete the transaction and overdraw the Account; or
- (b) refuse to complete the transaction. In either case, Bank may charge a non-sufficient funds (NSF), overdraft, or similar fee. Bank may also charge overdraft interest as disclosed in applicable Fee Schedules.

At Bank's option, Bank may make a further attempt to process the Transfer request. Bank is under no obligation to inform Customer if it does not complete a Transfer because there are non-sufficient funds or credit in Customer's Account to process the transaction. In such case, Customer is responsible for making alternate arrangements or rescheduling the payment or Transfer within the Business Online Banking system.

**Canceling Transfers.** Customer-initiated future-dated and recurring Transfers can be canceled by Customer prior to the date the Transfer is scheduled to be made. Customer is responsible for all fees associated with any cancellation. If Customer attempts to cancel a Transfer in accordance with the instructions provided by Bank and Bank does not do so, Bank will be liable for Customer's losses or damages only to the extent that such losses or damages result from Bank's failure to follow Customer's instructions.

C. **BILL PAY SERVICE:** If Customer has requested and been approved to use the Bill Pay Service, Customer will have the ability to make one-time or recurring payments from designated checking Account(s) (the "Bill Pay Account(s)") to companies or individuals ("Payees") that Customer selects via the Bill Pay System. (Payments made via the Bill Pay Service are hereinafter referred to as "Bill Pay"). Customer will also have the ability to receive bills electronically from participating Payees. Customer understands and agrees that Bank may use a third-party vendor to process Bill Pay transactions.

**Eligible Accounts and Payees.** Bill Pay Service is restricted to demand deposit Accounts and money market Accounts. Customer understands that savings Accounts may not be used to make payments via the Bill Pay Service. Customer also understands and acknowledges that the Bank reserves the right to restrict Payees or categories of Payees to whom payments may be made using the Bill Pay Service. International payments and payments to state or Federal governmental units or entities, including payments of taxes, are not permitted to be made via the Bill Pay Service. Payees must have a valid U.S. mailing address.

**Limitation on Payment Transactions.** Bank retains the right, in its sole discretion, to set limits per day, per week or per month, and/or may set a total dollar amount per day, per week or per month, and/or may set a per transaction limit or a cumulative limit. Bank retains sole discretion as to whether or not to communicate such limits to Customer.

For security reasons, Bank may change Bill Pay limits from time to time with respect to all or fewer than all customers or with respect to Customer only.

**Scheduling and Processing of Payment.** Customer acknowledges that, even though many Bill Pay transactions will be sent electronically to the Payee, some Bill Pay transactions will be sent by paper check via the U.S. Mail. Customer authorizes Bank or its third-party vendor to choose the method of transmission of any Bill Pay transactions initiated by Customer.

CUSTOMER UNDERSTANDS AND AGREES THAT, TO ALLOW FOR PROCESSING AND MAILING, IF APPLICABLE, CUSTOMER MUST SCHEDULE OR TRANSMIT BILL PAY INSTRUCTIONS TO ALLOW SUFFICIENT TIME FOR THE PAYMENT TO BE RECEIVED BY THE PAYEE BY THE PAYMENT DATE. CUSTOMER UNDERSTANDS AND AGREES THAT BANK IS NOT RESPONSIBLE FOR DELAYS IN THE PROCESS TO GENERATE AND DELIVER PAYMENTS BY MAIL.

Customer may enter a Bill Pay request as a one-time transaction or a recurring transaction. Bill Pays may be scheduled in advance of the Payment Date in the sole discretion of Bank or its third-party vendor. Any recurring Bill Pay must have a fixed frequency and amount. Once Customer has requested a recurring Bill Pay transaction, the Bill Pay transaction will be made regularly by Bank without further request from Customer and will continue until canceled or changed by Customer.

Customer acknowledges that by entering a Bill Pay it is authorizing Bank to charge Customer's Account on the date that Bank processes the payment. To avoid an overdraft or a missed payment, funds in Customer's Bill Pay Account on the processing date must be sufficient to cover the amount of all Bill Pay transactions, in accordance with the Account Agreement and any Separate Agreements (including any applicable overdraft protection plans) at the time the transaction is posted. If Customer does not have sufficient funds in its Bill Pay Account, Bank may, at its sole option, make Payments. This could cause Customer's Bill Pay Account to be overdrawn and an overdraft fee to be charged and Bank may in addition charge Customer interest on the amount of such overdraft to the extent permitted by Applicable Law.

Customer is responsible for taking any necessary corrective action if a Bill Pay transaction is rejected for any reason and making sure that the Bill Pay transactions have not been rejected. Customer agrees to notify Bank if it receives notice from a Payee that any payment through the Bill Pay Service has not been completed or remains unpaid.

If the Bill Pay Service or the Business Online Banking system is unavailable for any reason, Customer is responsible for paying its bills by other means.

**E-Bills.** E-Bills is a feature of the Bill Pay Service that enables Customer to receive bills electronically from participating Payees. Customer understands and acknowledges that Payees establish their own criteria for reviewing a request to receive e-bills and have sole discretion to accept or decline Customer's request. Bank takes no responsibility if a Payee does not provide the necessary data to forward an e-bill in a timely manner. If Customer does not receive a bill, it is Customer's responsibility to contact the Payee directly. Bank is not responsible for any late charges or other adverse consequences if a bill is not received timely. Any questions regarding transactions or bill details appearing on an e-bill should be directed to the Payee.

**D. STOP PAYMENTS:** Bank agrees to accept stop payment orders from Customer delivered via Business Online Banking with respect to checks drawn on the Accounts that Customer has designated on the applicable Separate Agreement.

Customer may request to stop payment on any check and shall hold Bank harmless and indemnify Bank from any expenses or costs in connection with Bank's refusing payment as instructed. Stop payment orders shall be governed by the provisions of the Oklahoma Uniform Commercial Code. Bank must receive stop payment orders before it has accepted, certified, made final payment on or otherwise become accountable for the item or order, and in time for reasonable action by Bank, and Customer must describe the item or order with certainty. A stop payment request received through Bank's Business Online Banking Service will be effective for six months. Bank will charge a fee for each stop payment order as noted in the applicable Fee Schedule. A request for a continuation on a stop payment order is considered a new stop payment order resulting in an additional stop payment fee. Stop Payment requests made via Business Online Banking shall be considered written stop payment requests. Bank may accept a stop payment order from any Authorized User entitled to use the Service. A stop payment request made using Business Online Banking later than the cut-off time established by the Bank will be effective on the next Business Day. Customer may only submit a single stop payment or cancel request through Business Online Banking. The Business Online Banking system allows check stop payments only, not stop payments on wire transfers, drafts or ACH transactions.

**E. SERVICE HOURS:** Bank will attempt to make the Business Online Banking Service available 365 days a year and 24 hours a day, except during system maintenance and upgrades and for a short time each day for data processing.

## **VI. CASH DEPOSIT SERVICE TERMS.**

All Customer cash deposits are subject to the Bank's processing and verification procedures. Bank retains the right to approve or disapprove, in its sole and absolute discretion, any request from a Customer to make a cash deposit.

## **VII. EDI ADDENDA REPORTING SERVICE TERMS.**

Electronic Data Interchange ("EDI") is a data format that is used for machine-to-machine exchanges of data and messages for a range of payment and related processes. EDI can be used to format invoice and remittance information.

**A. PARTICIPATING EDI ACCOUNTS:** Customer has designated the Accounts for EDI Addenda Reporting Service ("Participating EDI Accounts") on the applicable Separate Agreement.

B. ACCOUNT INFORMATION: Bank agrees to provide Customer information regarding the Participating EDI Accounts. Contingent upon the Services selected, Bank agrees to make the incoming EDI Addenda information from corporate ACH payments (CCD and CTX, both as defined above) in the format specified by Customer available to Customer by the deadline established by Bank as long as originating company provides such data.

C. ADMINISTRATIVE MATTERS: A CTX ACH entry may contain an ACH formatted addenda or it may contain an EDI-formatted addenda. The Bank is not responsible for missing or incorrect information provided by the originating company.

Customer agrees that Bank will provide the EDI Addenda reporting capabilities for corporate ACH entries only (CCD and CTX) and that the Bank will not be responsible for delivering ACH addenda information received for a non-corporate ACH type.

Bank may from time to time publish revisions to its EDI Addenda reporting procedures. Notwithstanding anything contained in this Agreement to the contrary, Bank retains the right to revise its reporting of the addenda information, including the means and deadlines by which Bank provides the Account Information, without notice to Customer.

### **VIII. FRAUD PREVENTION SERVICE TERMS.**

A. GENERAL: Bank makes available a variety of specialized fraud prevention Services to reduce the risk of loss from fraud in Customer's Accounts. To enroll in Fraud Prevention Services, Customer must indicate its selection, along with designated Account numbers, and other information as required by Bank on the applicable Separate Agreements.

B. POSITIVE PAY SERVICES TERMS: If Customer elects to receive Positive Pay Services, Customer shall manually enter into, or import into, Bank's Business Online Banking system, or otherwise transmit to Bank, directly or through a third party acceptable to Bank, in accordance with procedures specified by Bank from time to time, a file of checks issued by Customer each Business Day (the "Issued Payments File") no later than the Bank-established cut-off time for issued items. Bank or Bank's third-party vendor will inspect all presented checks for the account number, dollar amount, and serial number for issued checks to determine if the check is identified on the Issued Payments Files and will provide an electronic list of exceptions (the "Exceptions Report") to Customer via Business Online Banking. If Customer elects to receive payee name validation as part of Positive Pay Services as indicated on a Separate Agreement, Bank will also inspect all presented checks for payee name and include exceptions on the Exceptions Report. Customer shall promptly review the Exceptions Report and provide a pay or return decision for all exceptions before the cut-off time established by the Bank on the same Business Day. In the event that Bank does not receive a funding decision as to any exception item in the manner summarized above by the deadline established by the Bank, Bank shall pay or return all exception items according to Customer's chosen Positive Pay default decision as selected in the applicable Separate Agreement. If Bank receives an instruction from Customer to return an exception item by the cut-off time established by the Bank or if there is a conflict in direction as to pay or to return the item, the item will be returned.

As part of the Positive Pay Services, Bank will make available to Bank's tellers the Issued Payments Files received from Customer and checks presented for payment over the counter in one of Bank's branches will be verified against information from the Issued Payments Files, if any are available. If the presented check cannot be found on any of Customer's Issued Check Files, or if a check presented for payment is presented before Bank has received, processed, and made available to tellers the Issued Check File for such check from Customer, Bank will not be obligated to cash such check and Bank may, but will not be obligated to, attempt to contact Customer to make a pay-or-return decision with respect to such check. Customer agrees that any authorization or instruction with respect to the Positive Pay Services provided by the telephone representative will serve as a valid authorization or instruction of Customer.

Customer shall indemnify Bank against any loss, liability, or expense (including attorneys' fees and expenses) resulting from or arising out of Bank paying or returning any item as provided for in this Section VIII.B. This indemnification is in addition to any other indemnification rights that are provided for in this Agreement.

C. REVERSE POSITIVE PAY SERVICE TERMS: If Customer elects to receive Reverse Positive Pay services from Bank, Customer shall not be required to provide Bank with Issued Payments Files. Instead, Bank will present each presented check to Customer as an

exception on the Exceptions Report. Customer shall promptly, but no later than the cut-off time established by the Bank, review the Exceptions Report, and provide a pay/return decision for all items on the same Business Day.

All checks on the report which you do not notify us to return shall be paid in the normal course of business by us. Your failure to notify us of any returns on a given Business Day shall be deemed an express authorization by you that such check(s) be timely paid and charged to the Account, regardless of whether such check(s), in fact, were properly payable, and such inaction by you shall constitute a waiver and release by you of any and all claims you may then or in the future have that such item(s) were not properly payable.

If you elect the Reverse Positive Pay Service, you are authorizing us to pay or deposit for immediate credit, as may be requested by a payee, any check drawn on your Account which is presented to a Bank teller by a payee. You acknowledge and agree that each check presented to one of our tellers for cash or immediate credit which is issued, or allegedly issued, by you on your Account shall be paid by us, and, except in the event of a lack of good faith by Bank or a failure by Bank to exercise ordinary care, shall be deemed by the parties to be a properly payable item, and you shall not subsequently contest the validity thereof. You agree, except in the event of a lack of good faith by Bank or a failure by Bank to exercise ordinary care, to indemnify and hold the Bank, its directors, officers, agents, and employees harmless for any and all claims, losses, liabilities, damages, or other obligations of whatsoever kind or nature (including attorneys' fees) which directly or indirectly arise out of, or are connected with, Bank's payment or deposit for immediate credit any check drawn on your Account which is presented to a Bank teller by a payee.

D. ACH POSITIVE PAY: Like traditional Positive Pay, ACH Positive Pay provides you with the tools to help proactively prevent "unauthorized" ACH transactions from posting to your accounts. This process involves maintaining a list of "pre-authorized" ACH transactions in which our system can then automatically compare against any transactions attempting to post to your Account. Any ACH items attempting to post that are not on the list of "pre-authorized" ACH transactions are submitted to you for your decision. If your decision does not reach us within the time frame specified by the Bank from time to time, all exception items will be dispositioned in accordance with the applicable Separate Agreement. You agree that as between you and us, you will bear the full risk of loss associated with your decision or instruction.

Customer hereby releases and agrees to hold harmless, defend, and indemnify Bank, its directors, officers, employees, agents, affiliates, controlling persons, agents and representatives and their successors and assigns (the "Bank Indemnified Parties") for all ACH transactions posting to Customer's account by reason of a Bank Indemnified Party's inadvertence, accident, or oversight.

E. ACH BLOCK SERVICE TERMS: If Customer elects the ACH Block Service, Customer authorizes Bank to place an ACH credit or debit block, as applicable, on the Account(s) listed in the applicable Separate Agreement (the "Blocked Accounts"). Customer understands and agrees that the ACH block placed by Bank on the Blocked Accounts will stop all ACH debits or credits as selected by the Customer from posting to the Blocked Accounts, except as provided for in the Block Exceptions identified in the ACH Block Authorization. Such entry or entries will be returned by Bank to the originator as unauthorized. Customer agrees that Bank's obligations pursuant to this Section VIII.E. shall not begin until Bank has had a reasonable opportunity to implement the ACH block contemplated by this Section VIII.E. and the related Separate Agreement, which in no event will exceed the timeline established by Bank from Bank's acceptance (as indicated by executing the applicable Separate Agreement) of the ACH Block Authorization. The ACH Block Authorization will remain in effect until written notification from Customer is received by Bank requesting it to remove or modify the ACH Block and Bank has had a reasonable opportunity to act upon such written notification. Upon Bank's receipt of such notification, the services contemplated by this Section VIII.E. and the related Separate Agreement will terminate immediately; provided, however, that notwithstanding the foregoing, the provisions set forth in Section VIII.E. shall survive such termination indefinitely.

**Block Exceptions.** Upon authorization by Customer by so designating in the ACH Block Authorization, Bank may, in its sole discretion, provide for only specific ACH transactions to post to or from the Blocked Accounts, hereby known as "Block Exceptions." Block Exceptions require Customer to provide specific data field values in the ACH Block Authorization related to third parties whose ACH entries are allowed to post to or from the Blocked Accounts; provided, however, that those data field values must exactly match those contained in the ACH file requesting the transaction.

Specific data fields that may be used to establish Block Exceptions include: "Company Name" "Company ID," "SEC Code," "Item Max and Min Amount," and a specified date range. Specified values for any or all of these data fields may be established exclusively ("OR") or inclusively ("AND") relative to one another. Exclusive use means an exact match of any one of the specified data field values in the

specified row in the ACH Block Authorization will result in the ACH entry passing through the ACH block and posting to or from the Blocked Accounts. Inclusive use means only an exact match of all the specified data field values in the specified row in the ACH Block Authorization will result in the ACH entry passing through the ACH block and posting to or from the Blocked Accounts. In any event, Bank retains the right, in its sole discretion and without liability to Customer, to return as unauthorized any Block Exception transaction within a timeframe specified by Bank after the transaction has posted to or from Customer's Blocked Accounts.

**Customer Indemnifications and Hold Harmless.** Customer hereby releases and agrees to hold harmless, defend, and indemnify the Bank Indemnified Parties for all ACH credit and debit entries pertaining to the Blocked Accounts and all ACH credit and debit entries posted to the Blocked Accounts in contravention of the instructions set forth herein by reason of a Bank Indemnified Party's inadvertence, accident, or oversight. Customer further agrees to indemnify the Bank Indemnified Parties from and against any and all Losses incurred by reason of the Bank's refusal to credit or pay any ACH credit or debit entry in accordance with the instructions set forth herein. Customer agrees and understands that before this Section VIII.E. is binding upon the Bank, the ACH Block Authorization must be dated and signed by an authorized person of Customer and accepted by Bank, in writing, each as noted in the ACH Block Authorization. Bank shall not be responsible for any errors or omissions regarding any information given to Bank in the ACH Block Authorization. Customer agrees and acknowledges that it has verified the accuracy of the information contained in the ACH Block Authorization, and that such information is complete and accurate in all respects.

**Transactions between you and us.** The ACH Positive Pay Service and ACH Block Service do not apply to transactions between you and us and we may pay entries which you have authorized us to make against your Account, such as loan payments, whether or not you have included these in your screening criteria or Blocked Accounts. If a provisional credit entry to your Account is revoked before final settlement and final settlement is not received, we may charge your Account for any amount previously credited to your Account. The originator of the credit entry is considered not to have paid you. We may also pay any entries, reversals, or adjustments which we are required to accept under the NACHA Rules or Applicable Law or regulation.

F. CHECK BLOCK SERVICE: If Customer elects the Check Block Service, bank will block all paper-based and substitute check transactions with respect to Customer's Accounts at Bank. Customer understands and agrees that Customer must execute the applicable Separate Agreement.

## **IX. FUNDS TRANSFER SERVICE TERMS.**

### A. GENERAL:

i. Customer desires to use the services of Bank to transfer funds from or to Customer's Accounts upon a request communicated by telephone, in writing, through Business Online Banking, or as otherwise described herein, in each case as authorized hereunder. Writing includes requests received by mail, fax, or e-mail. Customer agrees to comply with the Security Procedures set forth herein and in any applicable Separate Agreement. Bank provides this Service as a method to originate domestic and, except with respect to transfers initiated through Business Online Banking, international wire transfers for Customer. Therefore, Customer and Bank agree that Bank is authorized to debit the Accounts designated by Customer for payment of transfer requests. Customer's transfer requests may involve any one or more of the following: (a) the transfer of funds from any designated Account to any other Account or account of Customer with another financial institution, or (b) the transfer of funds from any Account to a third party or account of a third party whether such third-party accounts are maintained with Bank or any other financial institution. There may be restrictions or limitations on the amounts that may be ordered or requested, or on beneficiary, or the location or address of the beneficiary.

ii. Except with respect to transfers initiated through Business Online Banking, Customer will provide to Bank in a Separate Agreement, among other required information, the names of individuals who are authorized to (a) issue transfer requests to Bank hereunder on the Accounts listed on such Separate Agreement and (b) receive calls from Bank in accordance with this Section IX or otherwise provide verification as set forth therein, in each case to confirm transfer requests transmitted to Bank. Any one of the authorized originators may issue a transfer request on any such Account. Upon receipt of a transfer request, Bank reserves the right, prior to debiting Customer's Account for the requested funds transfer, to place a hold on Customer's Account for the amount of funds required to be transferred. When a PIN or other security code is provided for an authorized originator, the PIN or other security code, as applicable, must be verified before Bank performs the transfer request. To confirm a transfer request, Bank may call any person named in such form as authorized to receive calls except the person who issued the transfer request.



iii. The funds transfer Business Day is that part of a day when Bank is open for the receipt, processing, and transmittal of transfer requests and cancellation and amendments of transfer requests. Transfer requests received by Bank after the applicable cut-off time established by Bank or on a Saturday, Sunday, or bank holiday may be treated by Bank as received at the opening of the next funds transfer Business Day. A delay may also occur if an intermediary bank is not accepting a transfer request (e.g., due to a local holiday). Bank is not obligated to accept any transfer request received from Customer. If Bank does not accept the transfer request, Bank may give notice of rejection to Customer by electronic or other written means. Prior to the acceptance of an outgoing transfer request, the outgoing transfer request may be canceled, amended, or modified, if the beneficiary's bank is located within the United States of America and the outgoing transfer request is to be paid in U.S. dollars. Other outgoing transfer requests may not be canceled, amended, or modified. We must receive your cancellation or modification a reasonable time prior to the time we execute the outgoing transfer request. Bank shall make a reasonable effort to act on Customer's request for cancellation or amendment of a transfer request prior to the time that Bank executes such transfer request. If Bank attempts (successfully or otherwise) to comply with Customer's request, Bank will not be liable for, and Customer agrees to indemnify Bank against and hold Bank harmless from all claims and damages. If Customer's order involves foreign exchanges, and Bank attempts to comply with Customer's cancellation or amendment request, or, if Bank does not send the funds transfer because of insufficient available funds in Customer's account, Bank's damages may include losses due to exchange rate fluctuations and other costs of canceling, amending or covering the order from any other counter party to the order. Customer agrees to pay Bank any and all fees, including as may be set forth in a Fee Schedule, and reimburse Bank for any and all expenses, with such reimbursement to be effected by debit to Customer's Account.

iv. Bank shall debit Customer's Account for the amount of each funds transfer request transmitted by Bank when Bank executes a transfer request to carry out Customer's transfer request. You agree that you must have sufficient funds available in your Account to cover your transfer request. However, if a transfer request is executed which results in an overdraft, with or without Bank's prior consent, Customer agrees to pay Bank promptly upon demand the ledger overdraft amount and any overdraft fee. Bank may offset the amount of the ledger overdraft against the balance of any of Customer's Accounts and may exercise any rights that Bank may have under any agreements which grant Bank security for the payment of liabilities or obligations of Customer to Bank.

v. Customer understands and agrees that Bank and any other financial institution used to carry out the transfer request will rely on the information provided by the Customer. If the transfer request received by the beneficiary's bank provides a beneficiary name, account number or other identification that is nonexistent or unidentifiable, the acceptance of the transfer request cannot occur. Also, if the transfer request received by the beneficiary's bank provides a beneficiary name and an account or identifying number identifying different persons, no person has rights as beneficiary except the person paid by the beneficiary's bank if that person is entitled to receive payment from Customer, the originator of the transfer request. If no person has rights as beneficiary, then acceptance of the transfer request cannot occur. The beneficiary's bank need not determine whether the name and number refer to the same person and may not know that different persons are identified.

vi. Customer understands and agrees that Bank is not responsible for the accuracy of a financial institution routing or identifying number provided by Customer and that Bank, or any other financial institution used to carry out the transfer request, may rely on the routing or identifying number of the intermediary financial institution, if applicable, and the beneficiary's financial institution provided by Customer. If Customer provides a name and a routing or identifying number, Bank is not required to confirm that the name and identifying number identify the same financial institution. By using the Service, Customer is confirming the accuracy of the information provided by Customer to Bank.

**vii. CUSTOMER AGREES TO THE SECURITY PROCEDURES SET FORTH IN THIS AGREEMENT AND ANY SEPARATE AGREEMENT BETWEEN BANK AND CUSTOMER, AND CUSTOMER FURTHER AGREES THAT THESE AND THE FOLLOWING SECURITY PROCEDURES ARE A COMMERCIALY REASONABLE METHOD OF PROVIDING SECURITY AGAINST UNAUTHORIZED TRANSFER REQUESTS:**

a. Individuals authorized to originate wire transfer requests shall issue wire transfer requests to Bank, and such individuals will be required to verify their PIN or other security code;

b. For funds transfer requests submitted using Business Online Banking, Authorized Users are required to enter a username, a password, and a unique authorization code ("One-Time Passcode") received via telephone or text prior to submitting one or more funds transfer requests to Bank. A unique One-Time Passcode will be issued and required for each session in which an Authorized

User is submitting wire transfer requests. Customer acknowledges that two Authorized Users are required to perform and complete all funds transfer requests submitted via Business Online Banking.

c. Bank reserves the right to call on an authorized individual to confirm a transfer request in any amount. Bank shall have no responsibility to verify the identity of a person identifying himself or herself as the individual authorized to receive a call other than to verify that the name given by such person corresponds to one of those previously specified to Bank, provided that Customer designates such individuals. If Bank attempts to verify authorization and for any reason is not satisfied that the transfer request was issued by an individual authorized to originate wire transfer requests or confirmed by an individual authorized to confirm wire transfer requests, Bank may refuse to execute the transfer request. In so refusing, Bank shall not incur any liability whatsoever. Customer shall prevent any disclosure, except on a "need to know" basis, of any aspects of the Security Procedures agreed to with Bank. Customer shall notify Bank immediately if the confidentiality of these Security Procedures is compromised and shall act to prevent the Security Procedures from being further compromised.

viii. Bank and Customer agree that each transfer request received by Bank is effective as the transfer request of Customer, whether or not authorized, if Bank accepted the transfer request in compliance with the Security Procedures described in this Section IX or in any applicable Separate Agreement. If Customer identifies the beneficiary, the beneficiary bank, or an intermediary bank by name and number, payment of the order may be made based on the number alone, even if it identifies a person or bank different from that shown in the Separate Agreement with respect thereto. Bank may transfer funds through an intermediary bank or funds transfer system that is different from that shown in Customer's instructions. Bank shall have no liability for delays or mistakes, provided it acts in good faith and with reasonable care. It shall not be responsible for delays or mistakes caused by others through whom it transmits funds whether selected by Customer or Bank. Bank will not be required to make the transfer on the day on which the request is received, unless received within a reasonable time before any cut-off time established by Bank. Bank will use any means and routes that Bank, in its sole discretion, may consider suitable for the transmission of funds. Customer understands and agrees to indemnify Bank against and hold Bank harmless from any loss that occurs if Customer's instructions are incomplete, ambiguous, or incorrect. Bank is not required to seek clarification from Customer regarding any instructions. If Bank cannot complete a funds transfer because of Customer's instructions, Bank will notify Customer in writing by the end of the next Business Day after the scheduled transfer.

ix. Bank will give notice of a completed transfer request by posting the amount of the transfer request to Customer's account. Customer agrees to notify Bank immediately if Customer notices any discrepancy between Customer's statement and Customer's transfer request or Customer discovers an error with Customer's funds transfer. Bank must receive written notice of the error or discrepancy, including a statement of the relevant facts, within a reasonable time (not to exceed 14 days from the date Customer first discovered the error or discrepancy, or received a statement or notice reflecting the erroneous funds transfer, whichever occurs first). If Customer fails to notify Bank of any discrepancy or error within this time period, Customer agrees Bank is not liable to pay interest or reimburse for any discrepancy or error with respect to a transfer request described in such confirmation.

x. Customer acknowledges that Customer is solely responsible for the security of access to Business Online Banking through or on behalf of Customer and any transfers initiated through Customer's access to Business Online Banking are the sole responsibility of Customer. Customer authorizes Bank to treat as confirmed and authorized any transactions initiated through Customer's access to Business Online Banking and any changes made to Customer information through Customer's access to Business Online Banking. Bank will have no liability for acting in accordance with, and Customer agrees to indemnify, defend, and hold harmless Bank from any and all costs, expenses and losses incurred by Bank relating to, instructions or information to Bank through Customer's access to Business Online Banking.

xi. The terms used in this Section IX shall have the same meanings as defined in Uniform Commercial Code Article 4A. Fund transfers, as used in this Section IX, excludes any transaction if any part of the transfer is covered by the Electronic Fund Transfer Act of 1978, as amended.

**B. REPETITIVE ORDERS:** The following provisions shall apply to Repetitive Orders:

i. If permitted by Bank, Customer may, in writing by a Separate Agreement or, alternatively, via Business Online Banking, establish a standing wire transfer request pursuant to which Customer may establish a specific beneficiary and related information for the purpose of automatically sending repetitive funds transfers (each a "Repetitive Order"). Customer shall provide Bank with all information required by Bank to establish the Repetitive Order, including without limitation, the beneficiary, beneficiary's financial

institution, the Accounts to be debited and credited, the dollar amount to be transferred, the frequency of the order and the date or time period in which the funds transfers are to be executed. Customer may terminate or amend a Repetitive Order by providing Bank with written notice, provided that Bank shall have a reasonable time to act upon such notice. The provisions of this Section IX.B shall apply only to Repetitive Orders established in writing by a Separate Agreement. The provisions of Section IX.A relating to transfer requests submitted through Business Online Banking shall govern Repetitive Orders established through Business Online Banking.

ii. Repetitive Order funds transfers may not be established for international (foreign) funds transfers or for funds transfers initiated by a consumer primarily for personal, family, or household purposes.

iii. Bank will not be liable for any failure to act or delay due to a lack of sufficient available funds in Customer's Account; any inaccuracy, error, or ambiguity in Customer's instructions; the action or inaction of others; or any applicable government or funds transfer system rule, policy, or regulation. Customer agrees that Bank will have sufficient time to set-up and verify Customer's Repetitive Order funds transfer request (at minimum five Business Days after Bank's receipt) regardless of the "start date" indicated on the Separate Agreement for Repetitive Orders.

iv. Customer agrees that if Customer indicated "No defined end date" or Customer did not provide an "End Date" on the Separate Agreement for Repetitive Orders, that Bank may continue to act upon the funds transfer instructions provided in the Separate Agreement until Customer notifies Bank, in writing, of their cancellation or amendment as set forth herein. Customer agrees that Bank will have a reasonable period of time (at minimum, five Business Days after Bank's receipt) to act upon Customer's change/cancellation request.

v. Customer agrees that Bank may initiate and transmit funds transfers according to the "frequency," "start/end date," and "fixed dollar amount" provided in the Separate Agreement without further authorization by Customer.

vi. Customer agrees that Customer will notify Bank, in writing, by completing a new Separate Agreement if the instructions provided on the initial Separate Agreement provided by Customer are changed or canceled. Customer agrees that Bank will have a reasonable period of time (at minimum, five Business Days after Bank's receipt) to act upon Customer's change/cancellation request.

C. DRAWDOWN WIRE SERVICE: This Section sets forth the terms and conditions relating to Bank's drawdown wire service (the "Drawdown Wire Service") and is applicable only if Customer executes a Separate Agreement requesting the Drawdown Wire Service (the "Drawdown Wire Service Enrollment Form"). The Drawdown Wire Service is not available through Business Online Banking.

- (i) By executing a Drawdown Wire Service Enrollment Form, Customer requests Bank to execute drawdown requests ("Drawdown Requests") received through Fedwire® or other funds transfer system acceptable to Bank against the Account identified in the Drawdown Wire Service Enrollment Form.
- (ii) Customer authorizes Bank to debit Customer's Account for the amount of the Drawdown Request if the information contained in the request is consistent with the information provided to Bank on the Drawdown Wire Service Enrollment Form. The authority granted to Bank shall continue until 14 days after Bank receives written notice from Customer revoking such authority.
- (iii) On the Drawdown Wire Service Enrollment Form Customer shall provide Bank with a list including, at a minimum:
  - (a) the name and ABA routing number of each financial institution which Customer has authorized to request and receive Drawdown Transfers out of the identified Account; and
  - (b) the titles and account numbers of Customer's accounts with each such financial institution which are to be credited. Before executing a Drawdown Request, Bank will verify that the financial institution requesting the Drawdown Transfer and the account to receive the transfer are included on such list. If the financial institution or account to receive the transfer is not identical to the information included on such list, Bank has no obligation to honor the Drawdown Request or make the Drawdown Transfer. Bank has no obligation to honor the Drawdown Request or make the Drawdown Transfer if Customer's Account does not have sufficient available funds.

- (iv) In the event that the Drawdown Request contains the correct account number, payment may be made on the basis of the account number, even if it identifies a person different from the named beneficiary. Similarly, if the Drawdown Request identifies a participating financial institution inconsistently by name and identification number, the identification number may be relied on as the proper identification of the financial institution.

D. INCOMING FUNDS TRANSFER: Credit for incoming funds transfers is provisional until Bank receives final settlement. Bank may, in its discretion, reject an incoming funds transfer.

E. INTERNATIONAL FUNDS TRANSFER: If Customer submits an international transfer request in U.S. Dollars, Bank or its correspondent bank may exchange the funds for the appropriate currency at a current rate of exchange. Customer will be responsible for any applicable currency conversion costs incurred by the correspondent bank or Bank, if any, and for any fees, commissions or charges imposed by the correspondent bank or any intermediary bank. Foreign funds transfers may be subject to delays and charges imposed by other banks. Customer agrees to reimburse Bank for any and all costs such reimbursement to be effected by debit to Customer's Account. Bank makes no representations or warranties regarding any conversion rate and will not be liable for any currency risk such as sudden change in value. Bank shall have no responsibility for any country risk. Payment to a foreign country is subject to the laws of such country and any international transfer requests shall be done at Customer's sole risk, therefore, there may be delays out of the control of Bank and Bank shall have no liability therefor. International funds transfers are not available through Business Online Banking.

## **X. IMAGE SERVICE TERMS.**

A. GENERAL: Bank agrees to provide Image Services to Customer with respect to the Accounts that Customer has designated on forms provided by the Bank. Customer understands and agrees that by requesting this Service, Bank may not return checks with the statements of Account. Customer agrees that the information contained in the Account statement provided by Bank and Customer's ability to request and receive image copies of the checks is sufficient for Customer to timely determine and report any alterations or forgeries of checks. Bank may reject any and all checks which Bank, in its sole discretion, determines are incompatible for imaging or processing. Bank may require additional information in a Separate Agreement to facilitate enrollment in Image Services.

B. LIABILITY: Notwithstanding anything contained in this Agreement to the contrary, Bank's liability to Customer for Image Services is limited, at Bank's option, to refund the fee paid by Customer for unreadable images or to reproduce only the images of the unreadable checks.

## **XI. INFORMATION REPORTING SERVICE TERMS.**

A. PARTICIPATING IR ACCOUNTS: To enroll in the Information Reporting Service, Customer must designate the Accounts included in Bank's information reporting program ("Participating IR Accounts") on the applicable Separate Agreement.

B. ACCOUNT INFORMATION: Bank agrees to transmit electronically information regarding the Participating IR Accounts including balances and activity. Bank will set the time each Business Day that "Account Information" will be made available to Customer.

Notwithstanding anything contained in this Agreement or these Service Terms to the contrary, Bank retains the right to revise its reporting of the Account Information, including the means and deadlines by which Bank provides the Account Information, without notice to Customer.

## **XII. LOAN SWEEP SERVICE TERMS.**

Customer understands that by electing to use the Loan Sweep Service, Customer authorizes and directs Bank to withdraw the Sweep Balance (as defined below) from Customer's demand deposit Account ("Sweep Account") in excess of the balance Customer wants to maintain in the Sweep Account (the "Target Balance" and to cause payments to be made to a line of credit maintained by Customer with Bank and designated by Customer (the "Loan Account") (including principal, accrued interest, and fees and expenses), or in the case of a deficient Target Balance at the end of any Business Day, advance on Customer's designated line of credit and cause a deposit to be made to the Sweep Account, all of which shall be set forth on a Separate Agreement. Such advances shall be limited to an amount sufficient to restore the Sweep Account to its designated Target Balance.

Bank reserves the absolute right to change the Target Balance with written notice to Customer, and, with the prior written consent of Bank, Customer may change the Target Balance; and

Any sufficient amount, in accordance with the Account Agreement and any Separate Agreements, in the Sweep Account at the time the transaction is due to be posted that exceeds the Target Balance shall automatically be earmarked for transfer and shall be referred to herein as the "Sweep Balance."

With respect to the Loan Sweep Service, Bank is authorized to cause withdrawals to be made from the Sweep Account and payments to be made with respect to the Loan Account as set forth in a Separate Agreement. The Loan Sweep Service described herein are provided by Bank to Customer solely as bona fide treasury management services. Bank does not undertake any fiduciary obligation to Customer with respect to Sweep Services. Bank's duties to act for Customer are solely mechanical and administrative in nature.

Bank will have no obligations to cause any advance to be made on the Loan Account if:

- (i) the amount of funds to be withdrawn from the Sweep Account is less than the minimum amount established by Bank from time to time;
- (ii) for any reason, Bank may have suspended or terminated the Loan Account; or
- (iii) if Customer (or the borrower, if other than Customer) shall be in breach or default of this Agreement or any agreement with Bank relating to the Loan Account.

Customer authorizes Bank for all purposes relating to this Agreement to rely upon the directions and signatures of those persons authorized to make withdrawals from the Sweep Account or advances from the Loan Account.

In addition to, and not in limitation of, Bank's rights under Section I.L of this Agreement, Customer agrees that Customer shall be responsible for all commissions, charges, fees, and expenses incurred in connection with the Sweep Account, Loan Account and the services provided by Bank under this Section XII. Without notice to or consent from Customer, Bank may pay any commissions, charges, fees, and expenses directly by withdrawal from the Sweep Account or advances from the Loan Account in the priority Bank may determine.

Notwithstanding any provision of this Section XII:

- (a) the provisions of the Account Terms which Customer executed in connection with the Sweep Account shall prevail over the provisions of this Section XII and the obligations of Customer and the rights of Bank under such Account Terms shall be paramount over any rights of Customer or obligations of Bank with respect to the Sweep Account; and
- (b) the provisions of any credit agreements (promissory note, loan agreement, security agreement, or other agreement) relating to the Loan Account shall prevail over the provisions of this Section XII, and the obligations of Customer and the rights of Bank under the credit agreements shall be paramount over any rights of Customer or obligations of Bank with respect to the Loan Account.

Customer and Bank intend that each payment made to the Loan Account pursuant to this Section XII be: (x) in the ordinary course of business of financial affairs of Customer and Bank; and (y) made according to ordinary business terms.

**THE FUNDS SWEEPED FROM THE SWEEP ACCOUNT PURSUANT TO A LOAN SWEEP TRANSACTION ARE NOT DEPOSITS WITHIN THE MEANING OF 12 USC §1813(I) AND ARE NOT INSURED OR GUARANTEED BY THE FDIC, THE UNITED STATES GOVERNMENT, OR ANY AGENCY OF THE UNITED STATES GOVERNMENT. IN THE EVENT OF THE FAILURE OF BANK, SUCH FUNDS WOULD HAVE THE STATUS OF A LOAN PAYMENT.**

### **XIII. LOCKBOX SERVICE TERMS.**

A. SERVICES: In the event the Bank offers services for the receipt, processing, and reporting of remittances to Customer the terms and conditions for such services shall be set forth in a Separate Agreement.

#### **XIV. REMOTE DEPOSIT CAPTURE (“RDC”) SERVICE TERMS.**

These Remote Deposit Capture Services Terms include and incorporate identified schedules and addenda, collectively known as the RDC Services Detail and Documentation (the “SDD”). The SDD supplements this Agreement and the Account Agreements governing Customer’s Account(s) with Bank. In the event of any conflict between the terms hereof and the terms of the Account Agreement documents, the terms hereof shall control except to the extent the same would result in any violation of Applicable Law.

A. SUMMARY OF REMOTE DEPOSIT CAPTURE SERVICES: Bank offers the RDC Services for the conversion of checks to Substitute Checks or Image Exchange Items, thereby enabling Customer to transmit imaged items that have been converted from Checks to Bank for processing and deposit into the deposit Account(s) of Customer maintained at Bank. Bank will provide to Customer the RDC Services described in this Agreement to enable Customer to convert the paper checks to image items, include them in electronic image files, and transmit the image files (including the imaged items) to Bank or the Bank’s designated processor to be cleared as Substitute Checks or Image Exchange Items. Bank and Customer will comply with the terms and provisions of this Agreement and the SDD with respect to the performance of the Services. Customer will capture digital images of checks using compatible software and equipment owned or leased by Customer and will ensure that the image files transmitted to Bank to effect Customer’s deposits are compatible with the Service. Except as otherwise agreed in writing, Customer shall be responsible to maintain any equipment and software necessary for this purpose, which must meet technical and security specifications acceptable to Bank as they may be revised, updated, or replaced from time to time in Bank’s sole discretion, and which shall be considered as part of the SDD. Customer understands and agrees that the RDC Services may be provided directly to Customer by Bank or by Bank’s designated third-party vendor. Customer also understands that, at the option of Bank or as otherwise necessary, Bank or its vendor will prepare “Substitute Checks” / Image Replacement Documents (as that term is defined in the Check Clearing For the 21<sup>st</sup> Century Act (Check 21 Law)) and implemented through Regulation CC (12 C.F.R. Part 229) (“Regulation CC”), to facilitate the deposit and collection of Customer’s items. Bank may use any means and routes that Bank or its vendor, in its sole discretion, may consider suitable for the processing of deposits. Customer will not attempt to scan or transmit to Bank any previously truncated and reconverted Substitute Check. Customer will complete any self-assessment form requested by Bank and will return the completed form to Bank within the timeframe requested by Bank and will pay to Bank the initial setup and service fees listed in Bank’s Fee Schedule. Customer further agrees that Bank may provide it with RDC Service best practice guidelines for use at customer’s locations as well as best practice guidance, training and ongoing support, and that Bank may request at any time additional information relating to customer’s use of the RDC Service.

B. IMPLEMENTING THIS AGREEMENT: Customer will acknowledge the designation of the Account(s) (collectively, the “RDC Account”) for this Service identified within the SDD as well as one or more Company Administrator(s) with responsibilities as set forth therein. Customer will utilize a scanning device(s) with accompanying operating software in accordance with Bank’s equipment schedule within the SDD, accepting the responsibilities set forth therein or will separately certify to Bank all relevant information Bank requires to ascertain Customer’s own scanning device(s) and software meet Bank’s technical specifications. Customer acknowledges the cut-off time for deposits submitted through the Service, which may change from time to time at the sole discretion of the Bank. Customer will accept Bank’s Fee Schedule and Risk Limits set by Bank for Customer both as they exist at the time of this Agreement and as the same may be amended from time to time by Bank in Bank’s sole discretion.

C. THE RDC ACCOUNT: Customer must designate and maintain at least one commercial DDA as the RDC Account to utilize the RDC Service. Customer may designate more than one commercial DDA as an RDC Account for the RDC Service; provided, however, that Customer must notify Bank to add or delete RDC Accounts. Customer understands and agrees that deposits made via the RDC Service may only be made to a designated RDC Account.

D. TRANSACTION LIMITATIONS: At Bank’s sole option and discretion, Bank may establish limitations on the daily aggregate dollar amount of transactions or the dollar amount of any one transaction that may be processed through the RDC Service. Customer agrees to comply with any limitations established by Bank. Alternatively, Bank may require Customer to establish a reserve account (“Settlement Reserve”) at Bank in an amount to be determined by Bank from time to time in its sole and absolute discretion. Customer acknowledges and agrees that any Settlement Reserve will be deposited in a Bank account for exclusive use by Bank for purposes of offsetting any of Customer’s obligations under this Section XIV. Customer authorizes Bank to immediately replenish the Settlement

Reserve to an amount to be determined by Bank in its sole and absolute discretion via an ACH debit to any of Customer's other accounts or by a direct deposit to the Settlement Reserve if the Settlement Reserve falls below the required amount. Customer's obligation to maintain a Settlement Reserve shall survive the termination of this Agreement, with such obligation lasting until all of Customer's obligations under this Section XIV have been fully offset and satisfied.

E. SCANNERS AND OTHER EQUIPMENT AND SOFTWARE: Scanners used by Customer to provide the RDC Service must be leased or purchased from Bank or from third-party vendor(s) approved by Bank, which may change from time to time. Customer must consult with Bank prior to using a vendor and Bank must confirm such vendor meets Bank's requirements. Bank retains the right to approve or disapprove, in its sole and absolute discretion, any vendor for the scanners used in connection with Bank providing the RDC Service. Except as may be otherwise agreed in writing by Bank, Customer agrees to rely exclusively on any warranties provided by the scanner manufacturer or its suppliers and not on Bank or on any statement Bank makes or service Bank performs with respect to the proper operation and performance of the scanners. Prior to the commencement of the RDC Service, Customer agrees to cooperate with Bank to test the scanners and communications facilities to ensure that the electronic checks and electronically created items that Bank receives from Customer are of sufficient quality to be submitted for processing. Customer must ensure that the scanners otherwise are compatible with Customer's other equipment. Customer must properly maintain the scanners and Customer's other hardware, software, and communication facilities to ensure that the scanners continue to perform satisfactorily. Customer is solely responsible for Customer's contingency planning and computer back-up to ensure that Customer preserves an adequate record of the information Customer enters using the scanners. Customer understands, acknowledges, and agrees that except as may be otherwise agreed to in writing by Bank, Bank assumes no responsibility for the maintenance, repair, performance, or malfunction of the scanner(s). As to Bank, Customer acknowledges and agrees that the scanner(s) are provided "AS-IS" AND "WITH ALL FAULTS" AND THAT BANK MAKES NO, AND HEREBY DISCLAIMS ANY, WARRANTY, EXPRESS OR IMPLIED, IN LAW OR IN FACT, WITH RESPECT TO ANY ASSISTANCE OR SERVICES RENDERED BY BANK TO CUSTOMER UNDER THIS SECTION XIV.E. OR WITH RESPECT TO THE SCANNERS OR ANY RELATED EQUIPMENT, SOFTWARE, OR OTHER TANGIBLE OR INTANGIBLE PROPERTY, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OR TITLE, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTY OF MERCHANTABILITY, OR ANY WARRANTY AGAINST INFRINGEMENT BY THE SCANNERS OR THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. THIS IS THE CASE EVEN IF CUSTOMER PURCHASES EQUIPMENT FROM BANK OR IF PART OF BANK'S COMPENSATION FOR RECEIPT OF THE SERVICES MAY INCLUDE A SEPARATE FEE FOR EQUIPMENT USE OR MAINTENANCE. Customer is solely responsible for purchasing, obtaining, installing, maintaining, and operating any and all equipment other than scanners, and all software needed to use the RDC Service. Bank will provide Customer with minimum specifications for software and other equipment. Customer agrees to maintain, and abide by any and all minimum specifications for, scanners, equipment, and software. Customer acknowledges and agrees that except as may be otherwise agreed to in writing by Bank, Bank shall not be liable for the maintenance, repair, performance, or malfunction of third-party software, scanners, or other equipment used by Customer in connection with the RDC Service. Bank has the right, in its sole discretion and at any time, to make changes to the RDC Service that may result in the incompatibility of certain scanners, other equipment, or software. Bank shall have no duty or obligation to update or replace any scanner purchased by Customer in the event of such a change. In no event shall Bank be liable to Customer for any damages, including lost profits, lost savings, or other direct, indirect, incidental, special, or consequential damages arising out of Customer's use, or inability to use, or installation of, the scanner(s), or for any claim by any third party relating thereto.

F. SECURITY: Bank may rely on the instructions of the Company Administrator designated by Customer. Customer acknowledges and agrees that Customer is solely responsible for determining the authority and limits for Customer employees with access to the RDC Service. Software provided by Bank's third-party vendors includes certain features for enhancing the security of Customer's transaction via the RDC Service. These include the use of passwords or log-in IDs and approval levels for the type of task performed. It is Customer's responsibility to use these features and to protect the confidentiality of passwords and log-in IDs. Customer agrees to immediately contact Bank if Customer learns of any breach in security, including without limitation, the loss or theft of any password or log-in ID, or any unauthorized use of any of Customer's passwords or log-in IDs. If Customer fails to immediately notify Bank of any breaches in security, Customer agrees that Bank shall not be liable for any Losses resulting from Customer's failure to give such notice. For purposes of this Agreement, all references to "password" shall mean confidential, unique personal numbers, codes, marks, signs, public keys, or other information composed of a string of characters used as a means of authenticating and accessing a Service.

In addition to the foregoing, Customer acknowledges that the RDC Service is subject to the terms and conditions set forth in Section I., including without limitation, the Security Procedures set forth in Section I.G., and Customer agrees to comply with such Security Procedures. Bank may from time to time recommend certain types of other Security Procedures. It is Customer's responsibility to

immediately implement any such other Security Procedures. Customer's failure to comply with the Security Procedures shall result in Customer being responsible for any liability, loss or damage resulting from the failure to comply with such Security Procedures.

G. PROCESSING PROCEDURES: Customer agrees to comply with all processing and operating procedures set forth in any User Guide. In addition, Customer agrees to follow any and all other procedures and instructions for use of the RDC Services that Bank may establish from time to time. Without limiting the foregoing, Customer agrees to adhere to the following minimum procedures:

- (i) Checks deposited into an RDC Account must be payable to Customer (or they are subject to being returned for endorsement). Customer shall properly endorse all checks prior to imaging. Bank may require Customer to endorse the back of the paper check to indicate that it has been remotely deposited in accordance with the Account Agreement. Endorsements shall be placed in black or dark ink on the back of each check, within the area designated by Regulation CC. Checks deposited must meet the ANS X9.100-187 standards for image quality required by Regulation CC, or other standards established by Bank or Applicable Law. Any processing by Bank of a non-qualifying item does not constitute a waiver by Bank or obligate it to process such non-qualifying items in the future;
- (ii) Customer must properly scan and transmit all information from the front and back of the original check. Items received from Customer that cannot be processed by Bank or its designated processor due to image or MICR quality concerns will be rejected. Customer agrees to rescan or otherwise present original checks for those items that cannot be processed due to image, MICR or other concerns. Customer represents that the image provided accurately represents all of the information on the front and back of the original check and includes an accurate record of all MICR line information;
- (iii) Customer may create, approve, and submit deposits up to the Bank-established cut-off time. Customer understands and agrees that any deposit not submitted by Customer prior to the Bank-established cut-off time will be considered received by Bank on the next Business Day following Customer approval. A deposit will be deemed to have been received and accepted by Bank for deposit when all of the following have occurred: (a) Bank has preliminarily verified the image quality of the deposit is acceptable to Bank in its discretion, all item information is complete and the deposit totals balance to the Item information provided for the deposit; and (b) Bank has successfully performed all further validation routines with respect to the deposit. If an imaged item is not accepted for deposit, Customer may then submit the original item to Bank for processing or contact the maker to reissue the check. If Customer submits the original check for processing, Bank reserves the right to refuse to process the check for deposit and presentment to the payor financial institution and may instead require Customer to have the maker reissue the check; and
- (iv) Only United States dollar-denominated checks drawn on United States banks may be deposited via the RDC Services. Bank assumes no responsibility for any check drawn on a non-United States bank or checks payable in any currency other than United States dollars ("non-conforming items") that are deposited via the RDC Service, and Customer shall indemnify Bank for any Losses suffered by Bank as a result of processing any non-conforming item.

H. DEADLINES AND DISRUPTIONS: Bank will process deposits that are received by Bank prior to the cut-off time established by Bank for accepting items deposited through the RDC Service and provide ledger credit to Customer's RDC Account for the amount of such deposits. Deposits received on a day that is not a Business Day or after the cut-off time for RDC deposits will be considered received on the next Business Day. Customer is responsible for verifying Bank's receipt of Customer's deposits by verifying that deposits have been posted to the appropriate Accounts, in addition to cooperating with any investigation and resolving any unsuccessful or lost transmission with Bank. Availability of funds deposited through the RDC Service will be determined by Bank's current Funds Availability Policy Disclosure. Bank reserves the absolute right to change the cut-off time for RDC deposits with prior notice to customer. Customer understands and acknowledges that all deposits are subject to final collection or subsequent return. Credit for checks deposited is provisional and subject to revocation if the check is not paid for any reason.

Customer is solely responsible for adopting contingency plans in the event the RDC Service is unavailable to Customer due to service disruptions and will implement disaster recovery procedures that permit the deposit of checks in the event of equipment, telecommunication, electrical, system, or other service disruption. Customer shall notify Bank of any interruptions in, or delay or unavailability of the RDC Services as promptly as practicable, and in any event within one Business Day after discovery thereof.



I. RECORD RETENTION: Customer agrees to have controls in place to ensure that all checks processed through the RDC Service are destroyed within a commercially reasonable period of time, as specified by Bank to be not less than 30 days, and no longer than 60 days. Until destruction, Customer agrees to retain original checks in a secure location. No check transmitted to Bank or its vendor shall be deposited into any bank causing funds to be debited twice from the account of the check writer. Customer agrees to be responsible for all damages resulting from a lack of proper controls over processed checks. Bank makes no representation or warranty as to the appropriate length of time that original checks should be retained or the appropriate method(s) of destruction after such period of time has elapsed. Customer should consult legal counsel regarding the appropriate length of time original checks should be retained based on your business needs.

J. CUSTOMER WARRANTIES AND INDEMNIFICATIONS: Customer is responsible for all the warranties and indemnifications of a Reconverting Bank as defined in the Check 21 Law and its implementing regulations found at 12 C.F.R. Part 229, as the same may be amended from time to time, to the extent permitted by law. In its performance of its activities in connection with the RDC Service, Customer agrees to comply with the Rules, the Check 21 Law, and other Applicable Law. Customer warrants that the electronic checks and electronically created items it transmits to Bank or its third-party vendor are faithful recreations of the original paper items. Customer also represents and warrants that duplicate electronic checks and electronically created items representing the same item will not be presented for payment to Bank or any other financial institution or entity, and that the original item, an electronic check or electronically created item representing which has been transmitted to Bank or its third-party vendor through the RDC Service, will not be presented for payment to Bank or any other financial institution or entity (but this shall not prevent Bank or Customer from resubmitting a check or electronic check or electronically-created item for collection in the event the check was returned uncollected). Customer also represents, warrants and covenants that: (i) Customer will store all checks both before and after scanning until destruction in such a manner as to prevent access to them by other than authorized personnel; (ii) prior to destruction, Customer will copy each item processed under this Section XIV and will make such copy (or the original, if not previously destroyed) available to Bank upon demand; (iii) following any retention period required by Applicable Law or these Service Terms, original items will be destroyed in a manner that will render the items unreadable and incapable of subsequent recreation or processing; and (iv) Customer will not use the RDC Service for any purposes other than those described in this Section XIV. Customer also represents and warrants with respect to each item submitted for processing under this Section XIV:

- (i) The item is properly payable to Customer and, unless Customer and Bank have entered into a separate written agreement that authorizes Customer to deposit third-party checks, are not third-party checks;
- (ii) Customer is the person or entity entitled to enforce the item;
- (iii) Deposit totals accurately match the total of all items deposited;
- (i) No alterations have been made to checks processed using the RDC Service other than those that are accurate and properly made;
- (v) The item is not a counterfeit item;
- (vi) All signatures on checks are authentic and authorized;
- (vii) The item is not a foreign item and is not drawn on a foreign bank;
- (viii) The item is not payable in a foreign currency; and
- (ix) Customer has no knowledge of any insolvency proceeding commenced with respect to Customer or the drawer of the item.

In the absence of gross negligence or willful misconduct on the part of Bank, Customer agrees to indemnify and hold Bank and its third-party service providers harmless for (and agrees to immediately reimburse Bank and any affected service provider for) all damages of any nature, including the cost of reasonable legal fees incurred by Bank and such service provider, sought by any person or entity against Bank or such service provider under Applicable Law or asserted under any legal theory or as a result of breaches asserted against Bank or such service provider in connection with Bank's or such service provider's provision of the RDC Service,

including damages from the presentment or negotiation of the original item by any person or resulting from the submission of duplicate electronic checks or electronically-created items by any person or resulting from claims that the electronic check or electronically-created item or substitute item created from an electronic check or electronically-created item is not an accurate and unaltered recreation of the item originally drawn by the drawee.

K. LIMITATION ON LIABILITY: Bank shall have no liability to Customer or any other person or entity for any loss, damage, cost, or expense arising out of the RDC Services (regardless of form in which it is asserted, whether in contract, tort, warranty, or any other legal or equitable grounds, and regardless of whether the remedies available fail of their essential purpose), except as provided by law for any error or delay in performing the RDC Services provided for in these Service Terms. Without limiting the foregoing, Customer acknowledges and agrees that Bank shall not be liable for any damages or loss of any kind resulting from any unintentional error or omission by Bank in performing the RDC Services, in accordance with or unintentional deviation from the terms and conditions of this Agreement, including these Service Terms. Customer acknowledges that Bank's systems and procedures established for providing the RDC Services are commercially reasonable.

Bank's liability to Customer, or third parties, under these Service Terms shall in every case be limited to correcting, reversing, or otherwise making accurate any debit or credit initiated by Bank. Except as specifically required by Applicable Law, Customer agrees that Bank shall not be responsible for any damages, loss, or property damage incurred as a result of Customer using the RDC Services.

L. RIGHT TO REJECT TRANSACTIONS: Bank reserves the right to reject any deposit for any reason. Without limiting the foregoing, Bank may reject a deposit and shall have no liability for not effecting a transaction initiated by Customer through the RDC Service if:

- (i) Bank receives actual notice or has reason to believe that Customer has filed or commenced a petition or proceeding for relief under any bankruptcy or similar law;
- (ii) Bank suspects a breach of Security procedures;
- (iii) Bank suspects that Customer's RDC Account(s) has been used for illegal or fraudulent purposes;
- (iv) Bank reasonably believes that a deposit is prohibited by Applicable Law, or otherwise so provided in this Agreement;
- (v) A transaction would exceed any dollar or transactional limitation established by Bank; or
- (vi) A check deposited via the RDC Service is not properly endorsed.

M. TERMINATION: Any termination of the RDC Services will not affect any obligations arising prior to termination, such as the obligation to process any items, that were processed or in the process of being transmitted or collected prior to the termination date, or any returns of the same. For the avoidance of doubt, Customer will remain responsible for all outstanding fees and charges incurred prior to the termination date. Upon termination, Bank may terminate Customer's access to the Services, and Customer shall terminate its access to and use of the Services, except to the extent necessary to process and collect items that were in submitted to Bank in accordance with this Agreement for deposit prior to the termination date. Promptly, but at the longest, within two Business Days after termination of this Agreement, Customer will, at its expense, promptly uninstall and remove and destroy all software provided for the RDC Services from its computers and return the equipment to lessor, except equipment purchased by Customer, and any materials relating to the SDD in its possession or under its control, destroy all copies of the SDD and materials relating to the SDD that cannot be returned, and certify in writing to Bank that all copies have been returned or destroyed. Customer will be responsible and liable to Bank for the replacement cost of all unreturned, lost, stolen or damaged equipment. Customer agrees not to develop or participate in developing a product or service substantially similar to the Services within 90 days after termination of this Agreement.

In addition, Customer will keep Customer's RDC Account, the Settlement Reserve, and other account(s) at Bank open until the later of:

- (i) 30 days following termination; or

- (ii) the date Bank receives final payment of all processing fees and will maintain funds in such account(s) in amounts and for an additional period of time determined by Bank in its sole and absolute discretion to cover any outstanding checks and Customer's obligations for returns of checks, warranty claims, fees, and other obligations. If any such liabilities exceed the amount in the RDC Account and the Settlement Reserve, Bank may charge such excess against any of Customer's other accounts at Bank, and Customer will pay immediately upon demand to Bank any amount remaining unpaid. Customer will also continue to retain checks and forward checks to Bank as required by the terms of this Agreement and any User Guide in order to aid in the clearing and collection process or to resolve claims by third parties with respect to any check.

## **XV. ZERO BALANCE ACCOUNT SERVICE TERMS.**

A. GENERAL: Customer must designate one or more Master Zero Balance Accounts ("Master ZBA Accounts") and one or more Subsidiary Zero Balance Accounts ("Subsidiary ZBA Accounts" and with the Master ZBA Accounts, collectively, "ZBA Accounts") for participation in Bank's zero balance account program ("ZBA Program") on the applicable Separate Agreement. Customer hereby authorizes Bank to initiate automated transfers between the Master ZBA Account and Subsidiary ZBA Accounts under the ZBA Program for the purpose of maintaining a zero balance (the "ZBA Target Balance") in Customer's operating or Subsidiary ZBA Accounts. Customer may change or delete Account designations by submitting a written request to Bank by Separate Agreement. Bank is not required to notify any signatory to any of the ZBA Accounts that any Account designations within the Bank's ZBA Program have been added, modified, or deleted.

B. AUTOMATED ACCOUNT TRANSFERS UNDER THE ZBA PROGRAM: Under the ZBA Program, Bank shall adjust the balances in the Subsidiary ZBA Accounts as required to bring any Subsidiary ZBA Account balance to the ZBA Target Balance. To the extent transactions on any Subsidiary ZBA Account result in a balance below the ZBA Target Balance in that ZBA Account at the end of any Business Day, Bank will initiate a transfer of funds from the Master ZBA Account to the Subsidiary ZBA Account. To the extent transactions on any Subsidiary ZBA Account result in a balance above the ZBA Target Balance on that Account at the end of any Business Day, Bank will initiate a transfer from the Subsidiary ZBA Account to the Master ZBA Account. Bank will initiate transfers under the ZBA Program at the end of each Business Day. The ZBA Accounts shall be treated as one system of related deposit Accounts having an aggregate net daily balance position. In the event there are insufficient funds in any of the ZBA Accounts at the end of a Business Day, in order to fund a negative balance in any one of the other ZBA Accounts, Bank may, in its sole discretion, return any item presented for payment in accordance with the Account Terms governing such ZBA Accounts. All float assigned to the deposits of a Subsidiary ZBA Account will be transferred to the Master ZBA Account each Business Day and shall be deemed uncollected funds in the Master ZBA Account subject to restricted availability for such period as Bank may designate, not to exceed any period allowed by Applicable Law.