

Business Terms & Conditions



I. GENERAL.

This Combined Agreement for Business Accounts (“Agreement”) governs the operation of your commercial or business account with Blue Sky Bank, herein after referred to as “Bank”. The Agreement is a contract that establishes rules and processes of our bank relationship and may be amended from time to time as provided herein. Please read this Agreement carefully and retain it for future reference. Upon the execution of an account signature card or the use of a bank account, Customer (as defined below) unconditionally agrees to these terms. Customer will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. If Customer has any questions, it should contact a Treasury Services or Commercial Bank representative of Bank.

The purpose of this Agreement is to:

1. establish rules to cover transactions or events which the law does not regulate;
2. establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
3. give Customer disclosures of some of Bank’s policies to which Customer may be entitled or in which Customer may be interested.

The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular. Throughout this document, when a provision is identified as being applicable to a certain state (for example, “in Oklahoma”), it means that the provision is only applicable if the Account is held at a branch located in that particular state. Any provision which is not described as applying to a particular state, applies to the Account.

II. DEFINITIONS.

The following terms and references shall have the meanings set forth below when used in this Agreement or with respect to the Services:

- “ACH” means the Automated Clearing House network.
- “Account” means a demand or savings account where Customer can make cash withdrawals or deposits either by means of a written check or through electronic transactions as provided herein.
- “Agent” or “Authorized Agent” means any director, officer, partner, employee, representative, contractor, affiliate, Customer Vendor, or any other person acting on behalf of Customer with the actual, implied, or apparent authority of Customer. Bank may rely on any grant of authority until it receives written notice of its revocation and is given a reasonable amount of time to act upon such notice. With respect to certain Services, authority may be limited by Customer in writing pursuant to the Security Procedures.
- “Agreement” has the meaning given to it in the first paragraph of this Section.
- “Authorized Accounts” means an account of Customer at Bank which is designated by Customer to be subject to the Agreement.
- “Authorized Deposit” means a batch of Electronically Presented Checks in an Approved Format to be deposited into an Authorized Account as a result of Authorized Instructions, all in a manner approved by the Agreement.
- “Authorized Instructions” mean unconditional, immediately executable orders to Bank received by Bank from an Authorized User or Signer in a manner approved by the Agreement.
- “Authorized User or Signer” means Customer if Customer is a natural person, or if Customer is a legal entity, means any director, officer, partner, employee, representative, affiliate, contractor, or any other person as designated by Customer in a resolution or other documentation in reference to a Service offered by Bank and used by Customer.
- “Available Funds” or “Available Balance” mean the positive, unrestricted current balances in any Account which are available or eligible for withdrawal by Customer, pursuant to Bank’s policies which are then in effect and the provisions and requirements of Regulation CC to the Federal Expedited Funds Availability Act in effect from time to time. Available Funds are not fully collected and are considered a provisional credit.
- “Bank” has the meaning given to it in the first paragraph of this Section.
- “Bank Armored Courier” means the armored courier service(s) contracted directly with, and for a fee paid to, Bank by Customer or as including armored courier service(s) designated by Bank from time to time in connection with the Cash Vault Service and, if more than one such service is available, the one selected by Customer to deliver the Depository Bag. “Bank Armored Courier” does not include any other courier or transportation service made available by Bank which service is contracted or authorized directly between such service provider and Customer or any armored courier service with whom Customer contracts directly for armored courier services, although such armored courier service provider may be the same service provider as is offered or designated by Bank hereunder.
- “Bank Software” means software licensed to Customer by Bank.
- “Banking Day” or “Business Day” shall mean any weekday, Monday through Friday, except designated legal holidays, on which Bank is open to the public for carrying on substantially all of its banking functions; any reference to time of day shall mean and refer to Central Standard Time or Central Daylight Savings Time, whichever may be in effect in Tulsa, Oklahoma on the day in question.
- “Business Invoicing Service” means that certain service offered in conjunction with ACH-related services that provides a single electronic billing and payment platform for ACH (eCheck) and credit/debit transactions.
- “Cancellation Order” means an unconditional, timely, immediately executable order to Bank to cancel a prior Electronic Deposit or a Wire Transfer Payment Order, which order is received by Bank from an Authorized Agent in a manner approved by the Agreement.
- “Check Act” means the Checks for the 21st Century Act.
- “Check Issue Report” means a list of checks, described by at least Check number and amount, drawn by Customer on an Authorized Account, provided by Customer to Bank by the terms of the Agreement. If Customer has selected the Payee Positive Pay Service, then the Check Issue

Report shall include the payee, check number, and amount.

- "Corrected NOC" means a corrected Notification of Change.
- "Customer" means the named owner of the Account. For a legal entity such as a corporation or limited liability company, it may also include parent entities, subsidiaries, and affiliates of that Customer for purposes of setoff as defined below.
- "Customer Administrator" means an Authorized Agent appointed by Customer to establish, modify, and terminate Users of the Service and their permissions.
- "Customer Authorized Signers and Delegates" means the duly authorized representatives of the Customer. For purposes of this Agreement, Customer agrees that any Customer Authorized Signer or Delegate listed on the Bank's signature cards and/or Business Resolution for an Account has the authority and ability to add and delete any services described herein. Listed Authorized Signers can be added or removed as Delegates for the purpose(s) of modifying services in accordance with the applicable Business Resolution.
- "Customer Information" means any record containing nonpublic personal information, as defined in 12 CFR § 216.3(n), about a customer, whether in paper, electronic, or other form, that is maintained by or on behalf of Bank.
- "Customer Software" means software owned, licensed, or maintained by Customer and used in connection with a Service.
- "Customer Vendor" means a third-party provider retained by Customer in connection with a Service.
- "Cut-off Time" means the time by which Authorized Instructions must be received by Bank to permit Bank to transfer funds on the same Business Day. The Cut-off Time may be changed from time to time.
- "DDA" means a demand deposit account.
- "Decision Deadline" means the time of Banking Day established by Bank with respect to a Service from time to time, by which time Customer's instructions must be received for Bank to implement them.
- "Delivery Location" means the location or facility designated by Bank or by Customer to which Bank Armored Courier shall deliver the Depository Bag(s) to the party designating such location or facility.
- "Depository Bag" means a tamper-proof bag approved by Bank for the transfer of Items to Bank for deposit or the tamper-proof bag or container provided with the Smart Safe.
- "Designated Agent" means the agent or service designated by Customer to transfer Items to Bank for deposit and to Customer after withdrawal from the Authorized Accounts.
- "Drawdown Request" means a request over the Fedwire to debit an Authorized Account and send the funds to the requesting bank.
- "Effective Date" means, with respect to any ACH file, a Business Day, as determined by Bank policy then in effect.
- "Electronically Presented Checks" mean checks or drafts which Customer has converted to an electronic image in an Approved Format, and in a manner approved by the Agreement, and which Customer has presented to Bank for deposit in a manner approved by the Agreement.
- "Electronic Deposit" means an Authorized Deposit of Electronically Presented Checks into an Authorized Account.
- "Electronic Funds Transfer Act" means the EFTA, codified at 15 U.S.C. § 1693, *et seq.*, and all regulations promulgated thereunder, including without limitation Regulation E, 12 C.F.R. § 205.1, *et seq.*, as the same may be amended from time to time.
- "Electronic Transmission" means communications by electronic means, including without limitation, facsimile transmission, voice mail, email, page, or other telephonic methods.
- "Entry" or "Entries" means electronic orders through Bank to transfer funds by means of the ACH.
- "Exception Check" means a Presented Check that does not match a check included in a Check Issue Report.
- "Exception Check Report" means a list of Exception Checks which is provided by Bank to Customer by the terms of the Agreement.
- "Identified Account" means an account designated by Customer as one subject to Payee Positive Pay, Positive Pay, ACH Positive Pay or Reverse Positive Pay.
- "IRD" means Image Replacement Document within the meaning of the Check 21 Act.
- "Items" mean cash, checks, and negotiable instruments.
- "Lockbox" means a post office box or zip code for which Bank will have unrestricted, exclusive access for the purpose of receiving Payments from Customer's obligors.
- "Mail" means all letters, cards, Payments, documents and Items delivered to Bank in connection with the Lockbox Service.
- "Master Account" means an account at Bank owned by Customer and designated to provide or receive internal funds transfers to or from the Subordinate or Sub Accounts.
- "Maximum Liability Amount" means the total liability assumed by Bank for a Shipment Claim of all or a part of a Shipment, which shall be \$5,000 unless the parties mutually agree to a different amount.
- "NACHA" is the National Automated Clearing House Association.
- "Nested Third Party" is a Third-Party Sender who (a) has an agreement with another Third-Party Sender to act on behalf of an Originator and (b) does not have an agreement with Bank to receive Bank's Third- Party ACH Services pursuant to Section IV of this Agreement.
- "NOC" means a Notification of Change.

- "On us" Entries are defined as those ACH transactions where the receiving account is held within Bank.
- "OFAC" means the Office of Foreign Assets Control.
- "Paid File" means the account number, check number, and the amount of the presented check.
- "Pay Request" means the instruction of Customer to Bank ordering Bank to pay an Exception Check.
- "Payments" mean checks, drafts, money orders, credit card vouchers, ACH transfers, electronic transfers or other payment forms which Bank receives from obligors of Customer.
- "Pick-Up Location" means the locations designated by Bank or by Customer from which Bank Armored Courier shall receive the Depository Bag(s) from the party designating such location.
- "Positive Pay" is collection of different fraud protection services offered by Bank to Customer for a monthly fee **collectively called Positive Pay**. In its simplest form, these services give you the control to return fraudulent or unauthorized transactions at the time they are presented with a click of a button. The collective group of fraud services are defined as:
 - Check Positive Pay** is the process of comparing check number and amount against client's issue file. Any that do not match appear as a client exception in Online Banking for decisioning.
 - Payee Positive Pay** is the recommended additional feature to Check Positive Pay that validates the payee information and limits fraudulent alterations involving the name of the payee.
 - ChequeGuard** is a highly secure software Customer uses to print a barcode on checks. This barcode contains the information needed to validate the check when it is presented to the bank.
 - ACH Positive Pay** presents all ACH debit items to you in the ACH Alert application through Online Banking for decision to pay or return.

"Positive Pay" IF YOU DECLINE TO MAKE USE OF CHECK PAYEE POSITIVE PAY AND ACH POSITIVE PAY OR BLOCK/FILTER PRODUCT AND SERVICE OR FAIL TO MEET YOUR APPLICABLE ISSUE FILE OR RESPONSE REPORT DEADLINES IN THE PROCESSING DEADLINES LOCATED IN THE TREASURY RESOURCE CENTER, YOU ALSO ACKNOWLEDGE THAT, AS BETWEEN YOU AND US, YOU WILL BEAR THE FULL LOSS ON CHECKS OR ITEMS WHICH ARE DRAWN ON YOUR ACCOUNTS WITH US AND PAID BY US IN GOOD FAITH IF THE CHECKS ARE COUNTERFEITS OR BEAR ANY UNAUTHORIZED ALTERATIONS, EVEN IF SUCH CHECKS WOULD OTHERWISE BE EXCEPTION ITEMS. BANK HAS NO DUTY TO NOTIFY YOU OF EXCEPTION ITEMS AND IT IS YOUR SOLE RESPONSIBILITY TO REVIEW EXCEPTIONS DAILY. RECEIPT OR NON-RECEIPT OF A BANK GENERATED "POSITIVE PAY" ALERTS DOES NOT RELIEVE YOU OF YOUR RESPONSIBILITY TO MONITOR AND REVIEW YOUR EXCEPTION ITEMS DAILY. YOU AGREE THAT YOU ARE IN THE BEST POSITION TO PROTECT AGAINST FRAUDULENT AND UNAUTHORIZED TRANSFERS AND TO DETECT ANY SUCH OR ANY OTHER ERROR OR DISCREPANCY INVOLVING YOUR ACCOUNT. YOU AGREE THAT YOU ACCEPT SOLE RESPONSIBILITY AND LIABILITY FOR DECLINING OR CANCELLING APPLICABLE "POSITIVE PAY" PRODUCTS AND SERVICES AND WILL BE PRECLUDED FROM ASSERTING ANY CLAIMS OR LAWSUITS AGAINST US FOR PAYING ANY UNAUTHORIZED, ALTERED, COUNTERFEIT OR OTHER FRAUDULENT ITEM THAT SUCH PRODUCT, SERVICE, OR PRECAUTION WAS DESIGNED TO DETECT OR DETER, AND WE WILL NOT BE REQUIRED TO RE-CREDIT YOUR ACCOUNT OR OTHERWISE HAVE ANY LIABILITY FOR PAYING SUCH ITEM.

- "Presented Check" means a check drawn on an Authorized Account and presented to Bank for payment through the check collection system.
- "Property" means cash, currency, checks, and other financial instruments for deposit by Bank to Customer's Account or cash or currency delivered to Customer pursuant to a Withdrawal Order.
- "Remote Check Conversion" means conversion by Customer of checks received by Customer into electronic images and the creation of electronic files in formats as specified or approved by Bank.
- "Return Request" means the instruction of Customer to Bank ordering Bank not to pay an Exception Check.
- "Rules" means the NACHA Operating Rules, including all appendices, formal rules interpretations, and schedule of fees, as in effect from time to time.
- "Sales Agreement" means the Account and Banking Services - Sales Agreement establishing the Services to be provided, as the same may be

amended from time to time.

- "SEC" means Standard Entry Class Codes as set forth in the Rules.
- "Security Information" means any keys, tokens, personal identification numbers, passwords, authentication procedures, digital certificates, digital signatures, template numbers, or any other device or code intended to support the Security Procedures.
- "Security Procedures" mean the measures adopted by Bank and the Company including those described in the Agreement, to ensure the authenticity, authority, and accuracy of Authorized Instructions of any transactions pursuant to any Service, the measures adopted to ensure the authenticity, authority, and accuracy of an Electronic Deposit, or the proper storage and disposal of instruments and records containing Consumer Information.
- "Service" means banking services offered by Bank and utilized by Customer pursuant to the Agreement.
- "Settlement Account" means an account maintained by Customer with Bank to be used to settle transactions with respect to a Service.
- "Shipment" means one or more Depository Bag(s) into which Customer or Bank, as applicable, has placed Property and related documents and which Depository Bag(s) are received by Bank Armored Courier at the same time at a single Pick-Up Location, which are to be delivered to a single Delivery Location.
- "Shipment Claim" means any loss of, damage, theft, or destruction to Property.
- "Time Deposit" means an interest-bearing account (together with any renewals, rollovers, and continuations), including but not limited to Certificates of Deposit.
- "UCC" means the Uniform Commercial Code as adopted in either Oklahoma or Texas, as applicable.
- "webERA Service" means that certain financial product which provides a customer the ability to streamline and consolidate electronic and paper-based healthcare payment data and manage that information electronically.
- "Us" or "us" means Bank.
- "Wire Transfer" means the payment of funds through the Federal Reserve System's "Fedwire" or otherwise.
- "Wire Transfer Order" means an order to Bank to initiate a Wire Transfer Payment Order. A Wire Transfer Order constitutes Authorized Instructions if it orders the Wire Transfer of Available Funds from an Authorized Account by an Authorized Agent in a manner approved by the Agreement.
- "Wire Transfer Payment Order" means an unconditional instruction of Bank through the Federal Reserve System's "Fedwire" or otherwise to a Receiving Bank to pay, or to cause another bank to pay, a fixed or determinable amount of money to a beneficiary, and to be reimbursed directly or indirectly by Bank.
- "Withdrawal Order" means an order to Bank to withdraw funds and deliver them to the Designated Agent for transfer to Customer. A Withdrawal Order constitutes Authorized Instructions if it orders the withdrawal of Available Funds from an Authorized Account by an Authorized Agent in a manner approved by Bank.
- "You" or "you" means Customer, its Authorized Signers, and Authorized Users.

SERVICES.

Bank will provide Customer with various Services at Customer's request from time to time. Services and the Authorized Accounts to which each Service applies will be reflected on Customer's statement following implementation. Customer's use of a Service, Customer's payment of any fees associated with the Service, or Customer's failure to notify Bank that Customer does not desire a Service within thirty (30) days of the date of the first statement showing the Service is being provided, shall constitute Customer's unconditional acceptance and approval of the Service.

DESIGNATION OF ACCOUNTS.

Customer will provide Bank with written notice of the Authorized Accounts at Bank or other financial institutions to which Customer wishes the Services to apply. Any changes in the designation of Authorized Accounts will be in writing and will provide reasonable prior notice of such change to Bank.

DESIGNATION OF AUTHORIZED AGENTS.

Any of Customer's Authorized Agent(s) may designate the Services desired and the Authorized Users thereof. Bank shall be entitled to rely on any written notice or other written communication believed by Bank, in its sole discretion, to be genuine and to have been signed by an Authorized Agent, and any such communication shall be deemed to have been signed by such person. Any changes in the designation of Authorized Agents by Customer must be in writing with appropriate entity authority and will provide reasonable prior notice of such change to Bank.

CUSTOMER VENDOR.

If Customer initiates any transactions in connection with any of Customer's Accounts or any of the Services through a Customer Vendor. Customer Vendor is exclusively the agent of Customer and not of Bank. Bank is not responsible for the acts or omissions of a Customer Vendor. Customer agrees to be liable for and hold Bank harmless from any losses caused by the acts or omissions of a Customer Vendor.

CREDIT VERIFICATION; CUSTOMER'S FINANCIAL CONDITION.

Customer agrees that Bank may verify credit history by any necessary means, including preparation of a credit report by a credit reporting agency. Bank's willingness to provide Services to Customer is dependent on Customer's financial condition. Customer's financial condition is subject to review by Bank from time to time, and such reviews must be satisfactory to Bank, in its sole discretion. Customer shall, upon request, provide to Bank such information as Bank may require to perform any such review. Customer's failure to meet such standards or provide such information or assistance when requested shall provide Bank with the right to terminate its Services.

□. ADDRESS OR NAME CHANGES, TRADE NAME.

Customer is solely responsible for promptly notifying Bank of any change in Customer's physical or e-mail address or name as soon as possible. Unless Bank agrees otherwise, change of a physical or e-mail address or name must be made in writing by Customer or an Authorized Agent of Customer. Attempting to inform Bank of Customer's address or name change on a check reorder form is not valid or enforceable. Bank will attempt to communicate with Customer only by use of the most recent physical or e-mail address Customer has provided to Bank. If provided elsewhere, Bank may impose a service fee if Bank attempts to locate Customer.

CUSTOMER IS WHOLLY RESPONSIBLE FOR OBTAINING ANY ACCOUNT STATEMENTS OR DOCUMENTS IF INFORMATION PROVIDED BY BANK IS NOT RECEIVED BY CUSTOMER. CUSTOMER ACKNOWLEDGES AND AGREES THAT IT HAS ACCESS TO ACCOUNT INFORMATION AND STATEMENTS IN ELECTRONIC FORMAT. ALL ACCOUNT INFORMATION IS MADE AVAILABLE BY BANK TO CUSTOMER AND WILL ALSO BE PROVIDED UPON CUSTOMER'S REQUEST.

If Customer has established its DBA under a trade name, it certifies that it is doing business under that name and that no one else has any right, title, and interest to that trade name. Customer agrees to protect and indemnify Bank against any loss or liability, including court costs and attorneys' fees, arising from the acceptance by us for payment or credit, checks drawn to the order of and endorsed in the trade name.

□. WITHDRAWALS.

Generally. Withdrawals may be made in person at a banking center, or via ATM, Online and Mobile Banking transfer or Online Bill Pay, Commercial Online Banking transfer or Business Bill Payment, pre-authorized or automatic recurring payments, telephone through Treasury Services or telephone banking, wire transfer, business check, or mail. All forms used for withdrawals must be approved by us and must be signed by one of the persons designated as an Authorized Person for the Account. Withdrawals will first be made from collected funds and we may, at our discretion, refuse any withdrawal request against uncollected funds even if our general practice is to the contrary.

Withdrawal restrictions and overdrafts. We do not have to allow you to make a withdrawal from your account if you don't have sufficient available funds in the account to cover the full amount of the withdrawal. If there are available funds to cover some, but not all, of the withdrawals or other debits to your account on a single business day, we will post the checks for which there are sufficient available funds from the smallest dollar check to the largest. We may pay other withdrawals or debit items (such as charges) prior to paying any checks, and we may post those other withdrawals or debit items in any order we may choose at our sole discretion. If there are insufficient funds available in your account to cover a withdrawal or debit presented against your account, this is called an "overdraft". We will handle each overdraft in accordance with our Standard Overdraft Policy or in accordance with any other agreement you may have with us. Even if we choose to pay one or more overdrafts, we are not obligated to cover any future overdrafts. When we determine whether payment of an item will create an overdraft, we may determine the balance of your account at any time between the time we receive the item and the deadline for us to take an action on the item. We are not required to determine your account balance more than one (1) time during this period. We are not obligated to pay any overdraft.

Checks and withdrawal rules. Customer is solely responsible for the use and security of its check stock. Customer shall use check stock with a high level of security function. Customer shall assume responsibility for any loss from the failure to use state of the art check stock security features. Bank may refuse any withdrawal or transfer request attempted on forms not approved by Bank or by any method Bank does not specifically permit.

You agree that when you write a check, you will not date the check in the future. If you do and the check is presented for payment before the date of the check, we may pay it or return it unpaid. You agree that if we pay the check, the check will be posted to your account on the date we pay the check, even though the posting date is prior to the date on the check. You further agree that we are not responsible for any loss to you in doing so. We will not honor a postdated check if we receive advance notice from you at such a time and in such a manner as to afford us reasonable opportunity to act. The notice must be in writing, and it must specify the date, amount, and number of the check, along with the name of the payee. Notices are effective for the time periods stated under STOP PAYMENT.

Bank may refuse any withdrawal or transfer request which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations. Bank will use the date the transaction is completed by Bank (as opposed to the date Customer initiated it) to apply the frequency limitations. In addition, Bank may place limitations on the Account until Customer's identity is verified.

Even if Bank honors a nonconforming request, Bank is not required to do so later. If Customer violates the stated transaction limitations (if any), in Bank's discretion it may close Customer's Account or reclassify it as a transaction account. If Bank reclassifies Customer's Account, Customer's Account will be subject to the fees and earnings rules of the new Account classification.

If Bank is presented with an item drawn against Customer's Account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, Customer agrees that Bank may pay such item. Please see the Funds Availability Disclosure for information about when Customer can withdraw funds from Customer deposits. For those Accounts to which Bank's Funds Availability Disclosure does not apply, Customer can ask Bank when Customer makes a deposit when those funds will be available for withdrawal. Bank may determine the amount of Available Funds in Customer's Account for the purpose of deciding whether to return an item for insufficient funds at any time between the times Bank receives the item and when Bank returns the item or sends a notice in lieu of return. Bank need only make one determination, but if Bank chooses to make a subsequent determination, in its sole and absolute discretion, the Account balance at the subsequent time will determine whether there are insufficient Available Funds.

Facsimile Signatures. Unless Customer makes advance arrangements with Bank, Bank has no obligation to honor facsimile signatures on Customer's checks or other orders. If Bank honors items containing facsimile signatures, Customer authorizes Bank, at any time, to charge Customer for all checks, drafts, or other orders, for the payment of money, that are drawn on Bank. Customer gives Bank this authority regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with Bank and contain the required number of signatures for this purpose. Customer must notify Bank at once if Customer suspects that its facsimile signature is being or has been misused.

Notice of withdrawal. Bank reserves the right to require not less than 7 days' notice in writing before each withdrawal from any Account other than a demand deposit or time deposit as defined by Regulation D. (The law requires Bank to reserve this right, but it is not Bank's general policy to use it.)

Early Withdrawal Penalties (and involuntary withdrawals). Bank may impose early withdrawal penalties on a withdrawal from a time Account even if Customer doesn't initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by Bank setoff against

funds in the Account or as a result of an attachment or other legal process. Bank may close Customer's Account and impose the early withdrawal penalty on the entire Account balance in the event of a partial early withdrawal. See the notice of penalty for early withdrawals for additional information.

Once deposited funds are available, you can withdraw the funds in cash and we will use the funds to pay debit card transactions you have made and checks that you have written. If a check drawn against your Account is presented over-the-counter for payment by a person who is not our deposit customer, we may charge a fee to the person presenting the check as a condition of payment of the check.

Any Authorized Signer has the ability to withdraw funds in cash from us. It is your responsibility to monitor and control cash withdrawals made by authorized signers.

Please remember that, even after we have made funds available to you, and even if you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your Account.

Q. IN ACCORDANCE WITH THE USA PATRIOT ACT.

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an Account, we will ask for beneficial ownership information of Customer, and the name, address, date of birth, and other relevant information for any Authorized Signer that will allow us to identify such person. We may also ask to see and/or photocopy a driver's license or other identifying documents.

Customer acknowledges that transactions made on Customer's behalf may be subject to federal and state laws and regulations governing transactions in currency and other monetary instruments relating to money laundering activities and the funding of terrorism and that such laws and regulations may impose severe criminal penalties on those who participate or assist in such activities or in structuring of such activities to avoid reporting requirements. Customer acknowledges that Bank may monitor transactions for compliance with such laws and regulations. Customer agrees that Customer will not engage in any transaction which would violate, or result in a payment in violation of, federal or state laws or regulations, including, without limitation, the federal laws and regulations administered by bank regulatory agencies and the Office of Foreign Assets Control ("OFAC") relating to money laundering and the funding of terrorism.

Q. BANK RULES AND REGULATIONS.

All Services to be provided hereunder shall be in accordance with, and further subject to, Bank's then applicable rules and regulations which apply to the Authorized Accounts and to such further policies and procedures with regard to the Services as may be communicated to Customer from time to time in writing, including without limitation by posting same on Bank's website or as otherwise set forth herein.

Q. INTEREST.

If your account earns interest the following information applies. **(A) Payment of Interest.** We will pay interest at the annual rate specified on the schedule, which does not reflect compounding "interest rate". The schedule also sets forth the frequency of interest payments, the frequency of any compounding and crediting, interest accrual basis, the balance how much interest will be paid, and any minimum balance requirements. **(B) Minimum Balance Requirements.** The schedule may specify a minimum balance that you are required to maintain in your account. If the minimum balance is not maintained during a specified period, we at our option, may not pay interest on your account and/or may charge a fee for that. You should review any minimum balance requirements on your schedule. **(C) Initial Interest Rate.** The initial interest rate is the current annual rate of interest that we will pay on a specified balance on your account. We may pay interest at different rates depending on the amount deposited and the type of depositor. **(D) Interest Compounding and Crediting.** The schedule will indicate the interest compounding and crediting frequency for your account. Compounding generally means that interest is being accrued on an earned interest. Interest may be compounded more frequently than interest is credited to your account. **(E) Interest Accrual.** We may accrue interest on your account more frequently than we pay or credit interest. The interest has been calculated but not paid to the account, is called accrued unpaid interest. **(F) Changes.** We have the right to change the rates and fees in accordance with the terms of the schedule we also reserve the right to change any other term of this agreement at our sole discretion.

Q. FEES AND PAYMENTS.

Customer shall pay Bank for the Services provided pursuant to fee schedules or other pricing information provided by Bank as modified from time to time. Any fees for Services may be amended by Bank at any time with or without notice. Bank may, at its option, include fees arising from the Agreement in an analysis statement of Customer's Account relationship, bill Customer, or debit Customer's Accounts for the Services rendered during the immediately preceding billing period. Bank may promptly debit Customer's Accounts at Bank in the full amount of any such statement, or bill if the amount shown on the statement bill is not paid when due. Your continued use of the Services constitutes your agreement to the then applicable earnings credit rate, fee schedules or pricing. Earnings credit rate is subjected to change at any time.

Bank may assess finance charges on any amount due to Bank under this Agreement that is not paid by Customer within thirty (30) days of receipt of Customer's statement or an invoice showing the amount due.

Q. INSUFFICIENT FUNDS.

If an item drafted by you (such as a check you write) or drafted by someone else with your permission (such as a remotely created check or preauthorized draft you authorize someone else to create), or a transaction you authorize (such as a preauthorized electronic fund transfer), is presented for payment in an amount that is more than the amount of money available in your account, and we decide not to pay the item or transaction, you agree that we can charge you a fee for returning the payment. When we return a payment due to insufficient available funds, the person who submitted the item or transaction may re-submit the returned item or transaction to us for payment. You understand and agree that we may charge you a fee each time we return an item or transaction that is presented to us for payment because the amount of money available in your account at the time of presentment or re-presentment is not sufficient.

N. BALANCE METHODS.

As used in this Agreement, the "average daily balance" method means "the application of a periodic rate to the average daily balance in the account for the period, determined by adding the full amount of principal in the account for each day of the period and dividing that figure by the number of

days in the period." The "daily balance" method means "the application of a daily periodic rate to the full amount of principal in the account each day.

O. CHECK CASHING.

Bank may charge a fee to anyone that does not have an Account with Bank who is cashing a check, draft, or other instrument written on Customer's Account. Bank may also require reasonable identification to cash such a check, draft, or other instrument. Bank can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

P. STALE ITEMS.

If any item is presented for payment on your Account more than six (6) months after its issue date, we may in our sole discretion dishonor the item and return it unpaid, but we have no obligation to do so and we may, in good faith, pay such an item.

Q. COMMERCIAL ONLINE BANKING.

Commercial Online Banking Payments Service allows you to initiate bill payments, transfers, payroll, and tax payments from your Account(s) via ACH (or via wire, which shall be governed by the Funds Transfer Services portion of this Agreement). All ACH credit transactions should be set to prefund to guarantee funds in the offsetting account are available and debited same day file is released.

Commercial Online Banking Business Bill Payment Service allows you to initiate bill payments, transfers, payroll, and tax payments from your Account(s) via ACH. Third-party vendors may process transactions under the Bill Payments Service on our behalf. Such third-party vendors are required to adhere to the Bank's security and privacy procedures.

We have no obligation to monitor payments made through the Business Bill Payment Service. If any Authorized User pays bills which are not yours from your Account, you assume the entire risk of loss and agree to indemnify and hold harmless the Bank and its directors, officers, employees and agents from all loss, liability, claims, demands, judgments, and expenses (including Legal Expenses) arising out of or in any way connected with such use.

You agree to only use the Business Bill Payment Service for purposes of paying bills, transfers, or payroll, and not for any other purpose. Unauthorized activity or establishing more than 999 payees may result in termination of access to Business Bill Payment Services. The Business Bill Payment Service is intended only for use by you. Any attempt to use Service to process payments for third parties is strictly prohibited and will entitle us to terminate your access to the Service. You may pay anyone in the continental U.S. (including Alaska and Hawaii) using the Service, as well as the U.S. Territories of Guam, Puerto Rico, and the Virgin Islands.

By furnishing us with the name and address of a payee, you authorize us to follow your payment instructions regarding that payee. In some instances, we may submit payments to the payee address best known to us. If necessary, we will change or reformat your payee account number to match the account number or format required by your payee for electronic payment processing. We cannot guarantee your payment(s) will reach their intended recipient.

Business Bill Payment. Business Bill Payment transactions initiated by you may be remitted by one or more of three types of payments on your behalf to your payees – electronic (ACH) and paper checks, depending on you or your payees' previously determined method of receiving payments. In addition, the Bank shall have sole discretion to determine the appropriate remittance method. In order to process payments efficiently and effectively, the Bank reserves the right to change or update payee data, or to alter the method of payment remittance. The delivery method and time expected for each type of payment will be indicated during the transaction initiation process. The Bank will debit your Account or issue a draft against your Account and deliver those funds to the designated payee on your behalf, such that the funds arrive as close to the delivery date as is reasonably practicable. While it is anticipated that most transactions will be delivered by the date stated, due to circumstances beyond our control, including particular delays in handling and posting payments by slow responding companies or financial institutions, some transactions may take a few days longer to be credited. If you elect to send your payment by one of the three expedited payment options available, you are also authorizing the additional expedited payment fee as presented during the initiation process. If you do not have sufficient funds in your Account to send the expedited payment, you are still authorizing the Bank to charge you the expedited payment fee. In using this service, you understand the payments may be returned by or to the Bank for various reasons including but not limited to: the account or account number of the payee is not valid; the payee address is not valid; or the payee returns or rejects the remittance. If you choose to use the "eBill" feature within the Business Bill Payment application, you may be asked to provide your User Name, User ID, Login ID, PIN, and Password based on your payees' website. You acknowledge and agree all applicable account disclosures and government regulations apply to the processing of these transactions.

R. INDORSEMENTS.

Bank may accept for deposit any item payable to Customer or its order, even if they are not indorsed by Customer. Bank may supply any missing indorsement(s) for any item Bank accepts for deposit or collection, and Customer warrants and guarantees that all indorsements are authorized.

To ensure that Customer's check or share draft is processed without delay, Customer must indorse it (sign it on the back) in a specific area. Customer's entire indorsement (whether a signature or a stamp) along with any other indorsement information (e.g. additional indorsements, ID information, driver's license number, etc.) must fall within 1-1/2" of the "trailing edge" of a check. Indorsements must be made in blue or black ink, so that they are readable. As one looks at the front of a check, the "trailing edge" is the left edge. When one flips the check over, be sure to keep all indorsement information within 1- 1/2" of that edge. It is important that Customer confines the indorsement information to this area since the remaining blank space will be used by others in the processing of the check to place additional needed indorsements and information. Customer agrees that Customer will indemnify, defend, and hold Bank harmless for any loss, liability, damage, or expense that occurs because Customer's indorsement, another indorsement or information Customer has printed on the back of the check obscures Bank's indorsement.

S. NO EXAMINATION OF CHECKS FOR MULTIPLE AUTHORIZED SIGNATURES.

Notwithstanding anything to the contrary in its organizational documents, Customer acknowledges and agrees that Bank will not verify the presence of more than one signature even if the rules or resolutions of Customer require two or more signatures to validate an item. Customer agrees to release and hold Bank harmless from any obligation to verify the presence of more than one signature on any item presented for payment by Bank. Customer further acknowledges and agrees that Bank does not violate any standard of care by not checking for dual signatures. The primary obligation to obtain required signatures on a check belongs exclusively to Customer.

T. TRUNCATION, SUBSTITUTE CHECKS, AND OTHER CHECK IMAGES.

If Customer truncates an original check and creates a substitute check, or other paper or electronic image of the original check, Customer warrants that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. Customer also warrants that any substitute check Customer creates conforms to the legal requirements and generally accepted specifications for substitute checks. Customer agrees to retain the original check in conformance with Bank's internal policy for retaining original checks.

Customer agrees to indemnify Bank for any loss Bank may incur as a result of any truncated check transaction Customer initiates. Bank can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Check Act. Unless specifically stated in a separate agreement between Customer and Bank, Bank does not have to accept any other electronic or paper image of an original check.

U. TERMINATION, DEATH, OR INCOMPETENCE OF AUTHORIZED USER OR SIGNER.

Customer agrees to notify Bank promptly if any Authorized User or Signer is terminated, dies, or becomes legally incompetent. Bank may continue to honor checks, items, and instructions until: (a) Bank knows of the Authorized User or Signer's termination, death, or incompetence, and (b) Bank has had a reasonable opportunity to act on that knowledge. Customer agrees that Bank may pay or certify checks drawn on or before the termination, date of death or legal incompetence for up to ten (10) days after the termination, death, or legal incompetence unless ordered to stop payment by someone claiming an interest in the Account.

V. FIDUCIARY ACCOUNTS.

Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is designated, named, or appointed to act on behalf of and for the benefit of another. This Account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. Bank is not responsible for determining or monitoring the scope or limits of the appointed fiduciary. Customer understands that by merely opening such an Account, Bank is not acting in the capacity of a trustee or fiduciary, nor does Bank undertake any obligation or duty to monitor any Account activity or enforce the terms of the trust or letters.

W. STOP PAYMENT.

Unless otherwise provided, the rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds may be established by law or Bank policy. If Bank has not disclosed these rules elsewhere, Customer may ask us about those rules.

Bank may accept an order to stop payment on any check. Customer must make any stop payment order in the manner required by law and Bank must receive it in time to give Bank a reasonable opportunity to act on it before Bank's stop payment cutoff time. Because stop payment orders are handled by computers, to be effective, Customer's stop payment order must precisely identify the number, date, and amount of the item, and the payee. Customer may stop payment on any item drawn on its Account whether Customer signed the item or not. Generally, if Customer's stop payment order is given, it is effective for six months. We may require you to provide us written confirmation of a verbal stop order request within 14 calendar days. Customer's order will lapse after that time if Customer does not renew the order in writing before the end of the six-month period. Bank is not obligated to notify Customer when a stop payment order expires. A release of the stop payment may be made only by the person who initiated the stop payment order.

If Customer stops payment on an item and Bank incurs any damages or expenses because of the stop payment, Customer agrees to reimburse Bank for those damages or expenses, including attorneys' fees. Customer assigns to Bank all rights against the payee or any other holder of the item. Customer agrees to cooperate with Bank in any legal actions that Bank may take against such persons. Customer should be aware that anyone holding the item may be entitled to enforce payment against Customer despite the stop payment order.

A check received by us before the close of the banking day may be subject to any stop payment order received, legal process served upon, or setoff exercised by us prior to 5:00 p.m. of the next banking day. Any knowledge, notice, stop payment order, legal process, or setoff comes too late to affect our right or duty to pay a check if it is in this Agreement.

Bank may charge your Account a service charge for each stop payment order at the rate set forth in our Summary of Fees, as amended from time to time.

X. TELEPHONE TRANSFERS.

A telephone transfer of funds from one Account to another Account with Bank, if otherwise arranged for or permitted, may be made by the same Authorized Persons and under the same conditions generally applicable to withdrawals made in writing. Bank reserves the right, in its sole and absolute discretion, to have Customer confirm such request in writing prior to initiating the transaction. Unless a different limitation is disclosed in writing, Bank may restrict the number of transfers from a savings Account to another Account or to third parties, to a maximum of two per month (less the number of "preauthorized transfers" during the month). Other Account transfer restrictions may be described elsewhere.

Y. ADDITIONAL SERVICES.

Bank may provide Services that are not specifically included in the Services section of the Agreement. By accepting and using any such Service, Customer agrees that the Service will be governed by the Agreement and any other conditions communicated to Customer by Bank. Certain Services included in the Agreement may not be available or may not be provided in certain market areas.

a. PROPRIETARY INFORMATION.

Customer acknowledges that the Agreement, and all related documentation and systems used in providing Services, are the property of Bank. Customer agrees that it shall not acquire any rights or interests therein as a result of its use of the Services.

b. SECURITY PROCEDURES.

In conjunction with Security Procedures adopted by Bank, Customer shall implement up to date and robust security procedures to prevent unauthorized access by third parties to Customer's systems and Account. Customer agrees to maintain commercially recognized and reasonable physical and electronic Security Procedures as detailed herein to protect against any fraud. Customer acknowledges and agrees that the purpose of Bank's Security Procedures is to verify the authenticity of the transaction, not to detect errors in the transmission or content of the transaction. The Security Procedures will be as described herein, in a user guide, 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 Bank's Security Procedure are commercially reasonable for the type, size, and volume of transactions Customer will conduct using the Service. Bank reserves the right to change, implement, or require new or additional Security Procedures or features thereof by giving oral or 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.

Bank may reject any transaction initiated in violation of the applicable Security Procedure or without the appropriate Security Information. If Bank reasonably complies with the applicable Security Procedures, Customer shall be responsible for any unauthorized transaction and shall hold Bank harmless from such transaction.

Customer agrees to be bound by any payment order, transaction, or Service change order that is acted upon by Bank in accordance with the Security Procedures. Customer is solely responsible for maintaining its own internal security and agrees to use appropriate caution in selecting any company or individual given access to use one or more of the Services and the Security Information. All Security Procedures and Security Information will be maintained by Customer in strictest confidence, including selectively issuing and securely storing the Security Information, and shall not be used or divulged to any other party except as Customer deems necessary or advisable for the due performance of any of the Services.

Customer acknowledges the importance of maintaining the Security Information in the strictest confidence. Customer is solely responsible for the misuse, theft, or misappropriation of its Security Information. Customer shall not disclose any information regarding the Services, the Security Procedures, or the Security Information that an unauthorized user would find helpful to obtain access to all or part of any Service. If Customer or its Agents have reason to believe that any Security Procedures or Security Information have or may become known by unauthorized persons (whether or not employed by Customer), Customer shall immediately notify Bank by telephone and confirm such oral notification in writing to Bank within 24 hours. Bank will replace the Security Procedures and Security Information in accordance with Bank's security procedures. Customer shall be solely responsible for transactions and communications initiated before Bank received Customer's notice and had a reasonable time to act on such notice.

Bank reserves the right to change any or all of the Security Procedures or Security Information by giving oral or written notice to Customer.

For some Services, Bank may choose to honor Customer's request to give Bank oral instructions regarding the Services. Customer agrees Bank may in good faith rely on such oral instructions that purport to come from an Authorized Agent of Customer without independent verification by Bank.

Bank shall have no responsibility to verify Authorized Instructions, if the Authorized Instructions are made in compliance with the Security Procedures selected by Customer. However, Bank may (without being required to do so) obtain additional verification of any Authorized Instructions or Cancellation Orders. As long as Bank complies with the Security Procedures, Customer shall be responsible for unauthorized transactions, including without limitation Entries or Wire Transfer Payment Orders, and shall hold Bank harmless therefrom.

Bank may also recognize deviations from stated Security Procedures, if Customer has by custom and practice routinely ratified transactions, including without limitation Entries or Wire Transfer Payment Orders representing a standard deviation from the Security Procedures.

The Security Procedures described herein are approved and agreed upon by Customer and Bank with respect to any online or electronic Service utilized by Customer. Customer agrees to institute, maintain, re-evaluate, adjust, and upgrade security systems to protect Customer's data and payments in the online or electronic environment. Customer shall designate a Customer Administrator who shall assign user profiles, identification, permissions, and Security Information for Authorized Users to access the Services. The Customer Administrator is responsible for implementing and maintaining Customer's user profile, identification, permission, and Security Code security. Customer, Customer Administrator, and Authorized Users and Signers are responsible for maintaining the confidentiality of each user's identification and Security Information. Bank is entitled to act on instructions received using the username and Security Code of Customer Administrator and the usernames and Security Information created by or authorized by Customer Administrator. Customer Administrator shall also be responsible for any use of Services for approved consumer relationships. Customer shall be solely responsible for, and indemnify and hold harmless Bank, from any claims or damages made by any consumer who utilizes the Services for consumer transactions.

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 in connection with the Services or to otherwise communicate with Bank, Customer is assuming the risk that viruses, Trojan horses, spyware, malware, key logging programs, worms, or other harmful components may be transmitted to Customer. Customer is solely responsible for and shall implement, maintain, and update (as available) State of the Art commercially reasonable physical and electronic security to prevent unauthorized access to its Account, equipment, devices, peripherals, computer storage devices, and data, including without limitation the following:

- Access restrictions on computer systems, including commercially reasonable authentication of Authorized Agents, sufficient to restrict access

to Customer data, information or funds belonging to Customer from employees or intruders who are not authorized to have or use such information;

- Commercial-grade intrusion protection including a properly configured firewall, virus protection, malware protection, regular and frequent system scans, intrusion logs and real-time monitoring of incoming and outgoing files;
- Properly configured log files to record intrusions and rejected logon attempts;
- Program level security;
- Data level security;
- Published employee policies restricting access to the internet on Customer equipment;
- Commercial-grade systems to backup and restore information stored on Customer's computer systems;
- Disaster recovery procedures including periodic testing of recovery systems; and
- Background checks on all employees who are authorized to access Bank Services.

Customer shall take special precautions to secure and protect confidential personal information of Customer and its customers. You agree to keep any e-mail address, mobile phone, account information, security code, password, PIN or personal identification used to access your deposit or credit account(s) secure and strictly confidential and not to disclose or allow access to such information to or by any other person. You must notify the Bank immediately if this information is lost or has become known to, or been used by, an unauthorized person. You acknowledge that the Bank has no duty or obligation to determine whether a transaction conducted with use of a valid name, account number, and security code or personal identification was proper, and therefore authorize the Bank to complete any transaction involving your account made with the use of such information. Subject to applicable law, you agree to be solely responsible for any transaction initiated with the use of a valid name, account number, security code, or personal identification, and agree that the Bank shall have no liability for any loss, claim, or damage you sustain as a result of the use of your security code or personal information described above whether such transaction was authorized or not. These rules apply to all checking, savings, or credit accounts in which a check, draft, or other item is used to withdraw or transfer funds.

c. ELECTRONIC MESSAGES AND AGREEMENTS.

We understand that Customer may use electronic communication, including email, as their primary form of communication with us. If you provide us with an email address, you agree that we may communicate with you via email and you further agree to promptly notify us in writing of any changes to, or compromises to your email address by other third parties. You also agree to continually monitor your e-mail systems to detect any third party use of your e-mail system and mobile phones. You agree that we may make agreements with you by electronic means. Your authorization and consent to such an agreement, or your delivery of instructions, may be made by use of certain numbers, codes, marks, signs, personal identification numbers (PINs), public or private keys or other means, acceptable to you and to us, to establish your identity and acceptance of the electronic communications. All electronic communications that meet these requirements will be deemed to be valid and authentic and you intend and agree that those electronic communications will be given the same legal effect as written paper communications signed by you. You agree that electronic copies of communications are valid and you will not contest the validity of the originals or copies, and that we shall be held harmless from reliance upon electronic communications until you notify us otherwise. You are not required to accept electronic communications; we want you to be aware that this is an option for you to accept. We will never ask you for sensitive account information, such as, passwords, PINs, Social Security numbers or account numbers via email or mobile messaging. If you receive an email that appears to be from us asking for this type of information, immediately forward the email in its entirety (not as an attachment) to your customer service representative with Bank.

d. LIMITATIONS ON SERVICES.

Bank will honor Customer's transactions and instructions (including adjustments, amendments, and cancellations) only when Customer has complied with the Agreement and related policies and procedures.

Bank will be under no obligation to honor, either in whole or in part, any transaction or instruction that:

1. exceeds Customer's collected or Available Funds on deposit with Bank;
2. Bank, in its sole and absolute discretion, has reason to believe may not be authorized by Customer;
3. involves funds subject to a hold, dispute, or legal process preventing their withdrawal;
4. violates any provision of any applicable regulation of the Federal Reserve Bank or any other federal, state, or local regulatory authority; or
5. Bank has reasonable cause not to honor for the protection of either Bank, Customer, or third party.

Any credit given to an Authorized Account is agreed to be provisional until Bank receives final and unconditional settlement. If Bank does not receive final settlement, it is entitled to reverse the entry and Customer shall be obligated to reimburse Bank promptly for such amount.

e. TELEPHONE COMMUNICATIONS.

Customer acknowledges, agrees and consents on behalf of itself, its employees and its agents that Bank may monitor and record telephone conversations at any time without further notice to the parties to such conversations. The decision to record any conversation shall be solely in Bank's discretion, and Bank shall have no liability for failing to do so. Customer shall not be entitled to receive copies of any such recordings.

f. ELECTRONIC AND INTERNET COMMUNICATIONS.

Customer may elect to send or receive instructions or reports from Bank related to the Account and the Services via Electronic Transmission. Customer acknowledges that such Electronic Transmissions are an inherently unsecure communication method due to the possibility of error, delay, and observation or receipt by an unauthorized person. Bank may rely in good faith on Customer's instructions regarding how and to what number or email address Electronic Transmissions should be sent and may rely on any Electronic Transmission that it believes, in its sole and absolute discretion, to have been initiated by Customer. Should Customer elect to send or receive Electronic Transmissions to or from Bank, Customer assumes all risks and Bank shall not be liable for any loss that results from the nonreceipt, disclosure, or alteration of any such Electronic Transmission.

Bank may provide Services and access to Services through the internet. Customer acknowledges that internet communication is inherently unsecure, and that certain internet transactions are not monitored by Bank. Customer acknowledges that fraud and theft can occur in internet transactions by unauthorized use of Customer's login or Security Information. Customer is solely responsible for Customer's losses caused by or arising from the

unauthorized use of Customer's login information or Security Information.

g. COMPUTER EQUIPMENT AND SOFTWARE.

Many Services require the use of computer hardware and software. Customer is solely responsible for maintaining its computer equipment in good working order, with the necessary compatibility and format to interface with Bank's systems, including, without limitation, the ability to support Bank's security measures. Customer agrees to install upgrades and other system enhancements within a reasonable time of being requested to do so by Bank. License Agreements for necessary software may either be embedded in the software or separately documented. Customer agrees to comply with all applicable software license agreements, whether or not such agreements have been executed by Customer. Customer has no rights or ownership in any software provided by or through Bank and shall not transfer, copy, alter, modify, reverse engineer, reproduce, or convey in any manner, in whole or in part, any such software. Customer shall return all software and user manuals associated with any software upon request. Bank makes no representations or warranties with respect to any equipment or software provided by Bank.

Some Services are provided by Bank through one or more third-party vendors. Such Services are dependent upon the availability of the third-party network on conditions acceptable to Bank. Bank reserves the right to discontinue the Service or provide the Service through an alternative third-party network and shall have no liability should any such network become unavailable. Bank does not warrant and shall not be responsible for Services received by Customer from any third-party network.

h. TERMINATION.

Customer may terminate any of the Services at any time but termination of fraud prevention services will shift legal liability to the Customer. Customer shall remain liable for payment of all Services rendered through the termination of any such Services as and when the same are billed to Customer and Bank may withhold so much of Customer's funds as it deems necessary to ensure payment thereof. Bank may terminate the depository relationship or any of the Services upon 10 days' written notice by regular mail (with an added three business days for mailing), express mail or e-mail to Customer. In addition, Bank may terminate the depository relationship or any of the Services at any time after the commencement of any voluntary or involuntary bankruptcy, dissolution, or liquidation by or against Customer, or upon any

merger or acquisition of Customer into or by any other entity, or upon the breach by Customer of the terms or conditions of the Agreement or any other agreement or obligation it has entered into with Bank or any of its affiliates, or upon any event evidencing to Bank a material deterioration in the financial status or condition of Customer or that the likelihood that the credit risks undertaken by Bank hereunder may be materially increased, including, but not limited to, insufficient Available Funds to pay items presented for payment or other return item risks, or if Bank has reasonable cause to believe Customer is engaged in, or has been the victim of any fraudulent or criminal activity to prevent any further risk of loss to Bank or Customer. Notwithstanding anything in this provision to the contrary, Customer shall remain liable for any transactions that are returned to Bank under the provisions of the applicable UCC provisions.

i. BANK LIABILITY.

Bank shall be liable to Customer under the Agreement only for its gross negligence or willful misconduct in performing Services for Customer. Bank shall have no responsibility to verify Authorized Instructions received by Bank if the Authorized Instructions are made in compliance with the Agreement and the applicable Security Procedures. Bank shall not be responsible for Customer's acts or omissions (including without limitation the amount, accuracy, timeliness of transmittal or due authorization of any transaction received from Customer) or those of any other person, Customer shall be responsible for any unauthorized transactions and shall indemnify and hold Bank, its officers, directors, agents, and employees harmless against any loss, liability, and expense (including reasonable attorney's fees, costs, and expenses) resulting from or arising out of any claim of any person that Bank is responsible for any act or omission of Customer or any other person. Bank may recognize deviations from stated Security Procedures, if Customer has by custom and practice routinely ratified transactions representing a standard deviation from Security Procedures. Bank shall have no liability or responsibility to Customer with regard to any other matter, including without limitation, its negligence or breach of contract, any act or omission by any clearing house, any other financial institution, the Federal Reserve Bank, or any other person or entity. Bank shall have no liability to Customer for any nonperformance, damages, or losses due to: legal constraint; strike; breakdowns; equipment failure; incompatible software or hardware; electronic data corruption; interruption or errors resulting from MICR fraud/tampering detection, image quality, duplicate item detection, or conflicts in the electronic deposit information thereof; fraud, theft, mis-processing, backup or system failure on Customer's premises or in Customer's computer systems, including any equipment, whether or not supplied by Bank; interruption of transmission or communication facilities; war; emergency conditions; or other causes or circumstances beyond Bank's reasonable control. Customer should undertake its own procedures to confirm that the transactions it is undertaking have been verified and confirmed with the intended payee of an Item, including telephone confirmation with a known payee representative.

Under no circumstances shall Bank have any liability for any incidental, consequential, special, punitive, exemplary, or indirect loss or damages. Subject to the foregoing limitations, Bank's liability shall be limited to the extent to which Customer has incurred a direct loss. Without limiting the effect of the provisions set forth above, any liability of Bank for a transfer incorrectly made by Bank shall be limited to the amount of such transfer which is not recovered within a reasonable period of time. Bank's liability for loss of interest shall be calculated by the average Federal Funds rate at the Federal Reserve Bank of New York for the period involved.

Customer shall promptly furnish written proof of any loss attributable to a Service to Bank in writing and shall provide all reasonable assistance to Bank in recovering the loss. If Customer is reimbursed for any loss by Bank, Bank shall be subrogated to all rights of Customer related thereto.

TO THE EXTENT THAT PROVISIONS OF APPLICABLE LAW PROHIBIT AN AGREEMENT TO DISCLAIM A BANK'S RESPONSIBILITY FOR ITS FAILURE TO EXERCISE ORDINARY CARE, BANK'S RESPONSIBILITY TO CLIENT UNDER THIS AGREEMENT AND THE SERVICE DOCUMENTATION IS LIMITED TO THE EXERCISE OF ORDINARY CARE IN PROVIDING THE SERVICES TO CLIENT. ORDINARY CARE IS TO BE EVALUATED BASED ON REASONABLE COMMERCIAL BANKING STANDARDS PREVAILING IN BANK'S INDUSTRY AND LOCATION FOR SIMILARLY SITUATED COMMERCIAL BANKS. Bank's cumulative liability for all loss or damage arising from or relating to this Agreement and any Service, regardless of the form of action, is limited to direct losses attributable to Bank's gross negligence or willful misconduct and limited to an amount not to exceed twelve (12) times the fees paid by Customer during the month immediately preceding the month in which the loss or damage was incurred.

If Bank is required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into Customer's Account, Customer authorizes Bank to deduct the amount of Bank's liability to the federal government from the Account or from any other account Customer has with Bank, without prior notice and at any time, except as prohibited by law. Bank may also use any other legal remedy to recover the amount of Bank's liability.

Z.. CUSTOMER LIABILITY AND INDEMNITY; USE OF CUSTOMER'S COURIER.

Customer shall be responsible for compliance with the Agreement, including without limitation all representations, warranties, and covenants contained in the Agreement, all rules and regulations of any local, state, or federal entity, the Rules, and with all operating procedures of Bank to the extent the same are applicable to Customer. Customer shall indemnify and hold Bank, its officers, directors, agents, and employees harmless from and against any and all claims, demands, costs, fines, penalties, losses, warranties, liabilities, or expenses (including attorneys' fees and costs) resulting directly or indirectly from (a) a breach or non-compliance with such rules (including without limitation the Rules), regulations, or operating procedures by Customer; (b) the delay of any clearing house or any financial institution other than Bank in crediting, or the failure of such institution to credit the amount of any transaction; (c) any breach of the Agreement by Customer, including without limitation, of any covenant, representation, or warranty contained herein; or (d) the claims of any third party arising from the Services provided hereunder.

Customer may utilize a courier, armored or otherwise, to deliver or receive banking transactions, and in so doing, agrees at all times and in all respects that (a) such courier is the Agent of Customer and not of Bank; (b) Bank makes no representation or warranty regarding, and assumes no responsibility with respect to, any services performed or promised by such courier; and (c) Customer assumes all risk of loss (including loss or theft by third parties or employees of Customer or courier) prior to Bank's acceptance of deliveries from such courier and subsequent to such courier's acceptance of deliveries from Bank, unless such courier is a Bank Armored Courier. Customer agrees it and its courier will be responsible for all loss recovery procedures and processes, unless such courier is a Bank Armored Courier, although Bank will undertake reasonable efforts to facilitate loss recovery.

In the event Customer requests Bank to provide Services to a parent company, subsidiary, affiliate, or other commonly owned Company, Customer agrees it shall be jointly and severally liable for such Company's obligations under the Agreement. If an Account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization.

AA. NO IMPLIED WAIVER.

No failure by either party to insist upon strict performance of any term or obligation in the Agreement, or to exercise any right or remedy under the Agreement, shall constitute a waiver of any such term, obligation, right, or remedy.

BB. STATEMENTS - CUSTOMER'S DUTY TO REPORT UNAUTHORIZED SIGNATURES OR TRANSACTIONS, ALTERATIONS, ERRORS AND FORGERIES.

Customer must examine its statement of Account with "reasonable promptness" as provided herein. If Customer discovers (or reasonably should have discovered) any unauthorized signatures, alterations, errors, unauthorized transactions or forgeries, Customer must promptly notify Bank of the relevant facts. As between Customer and Bank, if Customer fails to do either of these duties, Customer will have to bear the loss entirely itself (depending on whether Bank used ordinary care and, if not, whether Bank contributed to the loss). Customer's loss could be not only with respect to items on the statement, but other items with unauthorized signatures or alterations by the same wrongdoer. Customer acknowledges that it has the opportunity to review transactions that will appear on the statement on a daily basis electronically.

Customer agrees that the time Customer has to examine an item or its statement and report to Bank will depend on the circumstances, but will not, in any circumstance, exceed a total of 14 days from when the statement is first sent or electronic information is made available to Customer.

Mailed statements shall be deemed received by you on the earlier of the actual date of receipt or within seven (7) calendar days of the date appearing on the statement. Electronic statements shall be deemed received on the date they are transmitted to the e-mail address you provided or, the date the statement is provided within your online or mobile banking service. The primary owner shall be responsible for providing copies of statements to any co-owners of the account. If Customer does not receive a statement, Customer acknowledges and agrees to promptly contact Bank to request its monthly statement which is made available by Bank. Customer acknowledges and agrees that its monthly statement is available to review.

Notwithstanding the above, Customer further agrees that if it fails to utilize Check Payee Positive Pay Products, the ACH Debit Block or Filter service to detect or reveal any unauthorized signatures, errors, alterations, unauthorized transactions, or forgeries, Customer cannot assert a claim against Bank on any items in that statement or related items in any future statement, and as between Customer and Bank the loss will be entirely Customer's and Bank shall have no liability. The limitation in this paragraph is in addition to that contained in the first paragraph of this subsection. Bank has no duty to and is not authorized to investigate statements for unauthorized transactions.

Customer's duty to report other errors - In addition to Customer's duty to review its statements for unauthorized signatures, alterations, unauthorized transactions, and forgeries, Customer agrees to examine its statement with reasonable promptness for any other error - such as an encoding error. Customer agrees that the time it has to examine its statement and report to Bank will depend on the circumstances. However, such time period shall not exceed 14 days. Failure to examine Customer's statement and report any such errors to Bank within 14 days of when Bank first sends or makes the statement available precludes Customer from asserting a claim against Bank for any such errors on items identified in that statement or similar issues in any future statements and as between Customer and Bank the loss will be entirely Customer's.

CC. CLAIM OF LOSS.

If Customer timely claims a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal or transaction in accordance the fourteen (14) day notification requirements, Customer agrees to timely report and cooperate with Bank in the investigation of the loss, including giving Bank an affidavit containing whatever reasonable information Bank requires concerning Customer's account, the transaction, and the circumstances surrounding the loss. Customer will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. Bank will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Customer agrees that Customer will not waive any rights it has to recover its loss against anyone who is obligated to repay, insure, or otherwise reimburse Customer for its loss. Customer will pursue rights or, at Bank's option, assign them to Bank so that Bank may pursue them. Bank's liability will be reduced by the amount Customer recovers or is entitled to recover from these other sources.

DD. CUSTOMER'S RETENTION OF BUSINESS RECORDS.

Customer has obtained and shall maintain in its regular business records and make available to Bank upon reasonable request, for a period of

seven years after an applicable transaction, adequate documentary evidence of proper authorization from the account holder of each account, executed by the duly authorized officer(s) of the company.

EE. SEVERABILITY.

Should any provision of the Agreement contravene any applicable law or regulation of any regulatory agency, or should any provision be held invalid or unenforceable by a court or regulatory body of competent jurisdiction, then each such provision shall be void, and all other provisions of the Agreement, or any Addendum hereto, shall remain in full force and effect.

FF. SETOFF.

Bank may (without prior notice and when permitted by law) set off the funds in any Account established by Customer against any due and payable debt Customer or setoff funds from any of its parent or affiliates for amount owed Bank now or in the future. For purposes of this Section, "Account" includes any account Customer has with Bank or any of Bank's divisions, departments, or affiliates (including, without limitation, agency, custody, safekeeping, securities, investment, brokerage, and revocable trust accounts) and "Customer" includes, without limitation, Customer's revocable trust, any partnership in which Customer is a general partner, any prior or successor entity by way of an entity conversion, and any other series of Customer's series limited liability company (as applicable). If Customer's Account is a joint account, Customer agrees Bank may consider each joint owner to have an undivided interest in the entire Account, so Bank may exercise Bank's contractual right of setoff against the entire Account. This includes, for example, debts that now exist and debts that Customer may incur later, Customer's obligations under a guaranty, and also includes all fees Customer owes Bank or any of Bank's affiliates. Bank will not be liable to Customer if enforcing Bank's rights of setoff against Customer's Account(s) leaves insufficient funds to cover outstanding items or other obligations. Customer agrees to hold Bank harmless from any claim arising as a result of Bank's enforcement of its rights of setoff in, or enforcement of Bank's rights of setoff against, Customer's Account(s). If a debt arises from a note, "any due and payable debt" includes the total amount of which Bank is entitled to demand payment under the terms of the note at the time Bank set off, including any balance the due date for which Bank properly accelerated under the note. Bank holds a security interest in the Customer's Accounts for any amounts owed to Bank, and this right of setoff is in addition to any security interest that Bank or any Bank affiliate might have in Customer's Account(s).

This right of setoff does not apply: (1) to an Account that is an IRA or other tax-deferred retirement account; (2) to a debt that is created by a consumer credit transaction under a credit card plan (but this does not affect Bank's rights under any consensual security interest); (3) if Bank's records demonstrate to Bank's satisfaction that the nature of the Account demonstrates that a depositor/debtor has with Bank only arises in a representative capacity (for example, only as an agent holding third party funds such as escrow funds or security deposits in accordance with applicable state regulations, authorized signer, attorney-in-fact, a state approved attorney trust account or a fiduciary) for someone else; or (4) if prohibited by law. Bank will not be liable for the dishonor of any check when the dishonor occurs because Bank set off a debt against this account. Customer agrees to hold Bank harmless from any claim arising as a result of our exercise of our right of setoff.

GG. LEGAL ACTIONS AFFECTING YOUR ACCOUNT.

If Bank is served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to the Customer or the Account or what is determined to involve the Customer or the Account such as legal name similarity (termed "legal action" in this section), Bank will comply with that legal action or process, in Bank's sole and absolute discretion, including transmitting funds from the Account to the party serving the legal document. Bank may also freeze the funds in the Account and not allow any payments out of the Account until a final court determination or other verified resolution regarding the legal action. Any fees or expenses Bank incurs in responding to any legal action (including, without limitation, attorneys' fees and Bank's internal expenses) may be charged against your Account. The list of fees applicable to your Account(s) provided elsewhere may specify additional fees that Bank may charge for certain legal actions.

If Bank receives an adverse claim against any Account, and Bank believes that it will not be protected if the claim is ignored, Customer agrees Bank may place a hold on the affected Account or move the disputed funds to a holding account. Any such action will remain in place only so long as reasonably necessary to resolve the claim or employ legal remedies by Customer to allow a court to decide such claim. Bank shall have no liability for dishonored transactions which result from such action, and Customer agrees to reimburse Bank for all costs (including, without limitation, attorneys' fees and Bank's internal expenses) incurred due to such adverse claim.

HH. GOVERNING LAW AND RULES; COMPLIANCE WITH LAWS.

The Agreement shall be construed and enforced in accordance with and governed by the laws of the State where the Account is held, except to the extent the Federal law is controlling or provides greater rights or remedies to Bank. Any Service shall also be governed by any applicable rules, including, without limitation, the Rules as to the ACH Services.

It shall be the responsibility of Customer to ensure that each transaction of every kind complies with all applicable laws, rules, and regulations, including without limitation to obtain information about and comply with sanctions imposed by OFAC (OFAC compliance Hotline 1-800-540-OFAC).

II. ASSIGNMENT; BINDING EFFECT.

Neither party hereto shall assign or delegate any of its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld. However, Bank shall be permitted without the prior consent of Customer, to assign some or all of its obligations hereunder to a processor or servicing agent designated by Bank who shall be subject to the terms for provision of the subject Service or if Bank is acquired or merged into another financial institution. The Agreement shall be binding upon and benefit the respective successors and assigns of Customer and Bank, subject to the provisions above.

JJ. NO JURY TRIAL.

Any controversy or claim arising out of or relating to the Agreement shall be decided in a court of law located in the State in which the Account is deemed to be held. THE PARTIES AGREE THAT ANY RIGHT TO A TRIAL BY JURY IS UNCONDITIONALLY WAIVED IN CONSIDERATION OF THESE BANKING SERVICES.

KK. ATTORNEYS' FEES.

In the event of any conflict pertaining to the subject matter of the Agreement and in addition to any remedies provided herein or by applicable law, the prevailing party shall be entitled to recover the reasonable costs and expenses incurred by the prevailing party in defending itself or in enforcing its rights, including, without limitation, court costs, arbitrator fees, fees of consultants, and reasonable attorneys' fees.

LL. ENTIRE AGREEMENT.

Each party has read the Agreement and agrees to be bound by its terms and conditions. The Agreement supersedes all prior oral or written agreements and now constitutes the complete agreement between the parties with regard to its subject matter and cannot be altered except as provided herein. In the event of a conflict between any provisions of the Agreement, the provisions selected by Bank shall control.

MM. FURTHER ASSURANCES.

The parties agree to execute and deliver all additional documents and give all further assurances reasonably necessary to carry out the intent of the parties with respect to the Services.

NN. AUTHORITY.

The individual(s) executing the Agreement represent and warrant (a) that the Agreement is executed and the Agreement is accepted as Customer, or that such individual(s) have full right, power, and authority to do so on behalf of Customer and that execution and performance of the Agreement by Customer has been authorized by all necessary corporate, membership, or partnership action, as the case may be, and (b) that each transaction, transfer, or commingling of funds authorized, required, or permitted hereunder or by any Service or requested by Customer, and all other aspects of the performance hereby, have been duly authorized, are not in violation of any agreement, by-law, or board resolution of Customer or any of its affiliates or subsidiaries, nor are in violation of any applicable federal, state, or local law, regulation, or of any decree, judgment, or order of any judicial or administrative authority. Each representation and warranty contained herein shall be continuing and shall be deemed to be repeated upon Bank's effecting each transaction, transfer, or commingling of funds authorized hereunder.

OO. CHANGES, SUPPLEMENTS OR AMENDMENTS.

The Agreement, including the Security Procedures, may be changed, supplemented, or amended from time to time by Bank. Notification of any changes, supplements, or amendments will solely be provided to Customer by posting on Bank's website and Customer agrees to periodically check for any such modifications. Customer agrees that the Agreement, including the Security Procedures, may be changed, supplemented, or amended in this manner. Customer's failure to object in writing to the changes, supplements, or amendments or Customer's continued use of Customer's accounts or of the Services without written objection will be Customer's unconditional acceptance of the changes, supplements, and amendments. Customer's rejection of any changes, supplements, or amendments to the Agreement is cause for Bank to suspend or terminate the depository relationship with or the Services provided to Customer by this Agreement. This Agreement supersedes and replaces any previous Agreements and Disclosures or Master Agreement for Treasury Services and related Treasury Services agreements with Customer unless Bank and Customer have specifically entered into a written agreement to the contrary.

PP. UNLAWFUL INTERNET GAMBLING NOTICE.

Restricted transactions, as defined by Federal Reserve Regulation GG, are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

QQ. WAIVER OF SOVEREIGN IMMUNITY.

To the extent that you now or hereafter have a right to claim sovereign immunity for yourself or any of your assets, you hereby irrevocably and unconditionally waive any such immunity to the fullest extent permitted by the laws of any applicable governing jurisdiction. This waiver of immunity permits Bank to undertake (i) any expert determination, mediation, or arbitration proceeding commenced pursuant to this Agreement; (ii) any judicial, administrative or other proceedings to aid the expert determination, mediation, or arbitration commenced pursuant to this Agreement; and (iii) any effort to confirm, enforce, or execute any decision, settlement, award, judgment, service of process, execution order or attachment (including pre-judgment attachment) that results from an expert determination, mediation, arbitration or any judicial or administrative proceedings commenced pursuant to this Agreement. The applicable Customer acknowledges and agrees that no Tribal Court shall have any jurisdiction over Bank and no claims or actions can be filed against Bank in any Tribal Court.

RR. FORCE MAJEURE.

Bank will not be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, or generalized lack of availability of raw materials or energy.

For the avoidance of doubt, Force Majeure shall not include (a) financial distress or the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

II. INTERNET SERVICES.

Bank's information reporting systems allow Customer to access information and utilize Services over the internet. From time to time, Bank may add additional features or Services to its internet services, and those additional features or Services will be governed by the terms of the Agreement, and other applicable agreements, including account agreements, between Bank and Customer. Customer acknowledges the

importance of following the Security Procedures and maintaining the Security Information in the strictest confidence.

Customer shall run up-to-date antivirus software before transmitting data to or through any website used in connection with the Authorized Accounts or the Services. Customer may use any commercially available, industry recognized antivirus software of the type that detects and disinfects viruses automatically, without the need for Customer to execute virus scanning for each file manually. Customer shall update its antivirus software on a regular basis to maintain a commercially reasonable level of security for use in banking transactions.

III. ACH SERVICES.

Upon Bank's approval, Customer may initiate Entries through Bank for deposit to, and for payment from, accounts maintained at Bank, by means of the ACH system, and Bank shall act as an Originating Depository Financial Institution according to the terms of the Agreement.

□. ADDITIONAL DEFINITIONS APPLICABLE TO ACH SERVICES.

Unless otherwise defined herein, capitalized terms in this Section III shall have the meanings prescribed in the Rules.

□. TRANSMISSION OF ENTRIES.

Customer will transmit Entries to Bank at the location, in the manner, and before the deadlines, all as specified by Bank from time to time. The total dollar amount of Entries, and the frequency of the Entries shall not exceed the limits imposed by Bank from time to time, and shall not in any event exceed the funds available for payment of the Entries in the Settlement Accounts. Customer authorizes Bank to originate and transmit all Entries on behalf of Customer in accordance with the Agreement, and to credit or debit the Entries to the specified Authorized Accounts or Receivers.

Bank has no responsibility for the accuracy of Entries provided by Customer. Customer may initiate credit or debit Entries to accounts designated by Customer at other financial institutions in conformance with the Rules.

□. RULES.

Customer has obtained, or has access to, the Rules. Customer agrees to comply with, and be bound by, the Rules. Customer will be responsible to procure updates and amendments to the Rules and to comply with them without express notice from Bank. In the event Customer violates any of the Rules, Bank may suspend or terminate the ACH Services and, if NACHA imposes a fine on Bank because of Customer's violation, Bank may charge the fine to Customer. Customer agrees that Bank has the right to conduct an audit of Customer's ACH origination processes and procedures to ensure compliance with the Rules.

□. SOFTWARE.

Bank may from time to time provide and support Bank Software to license or sublicense to Customer which will permit Customer to originate independent Entries. Customer Software must create files that are in NACHA format, and must conform all Entries to the format, content, and specifications contained in the Rules.

Bank offers to Customer ACH Debit and or Credit Blocks and Filters for anti- fraud purposes. Customer should contact Bank to request further information involving these services.

□. BANK OBLIGATIONS.

Subject to the provisions of the Agreement, Bank shall in a timely manner and in accordance with the Rules, process, transmit, and settle the Entries received from Customer.

□. WARRANTIES.

Customer warrants to Bank all warranties Customer is deemed by the Rules to make with respect to Entries originated by Customer. Without limiting the foregoing, Customer warrants and agrees that:

- . each Entry is accurate, is timely, has been authorized by the party whose account will be credited or debited, and otherwise complies with the Rules;
- . each debit Entry is for a sum which, on the Settlement Date with respect to it, will be owing to Customer from the party whose account will be debited, is a sum specified by such party to be paid to Customer, or a correction of a previously transmitted erroneous Entry;
- . Customer will comply with the terms of the Electronic Funds Transfer Act if applicable, or UCC Article 4A if applicable, will not originate Entries that violate the laws of the United States and shall otherwise perform its obligations under the Agreement in accordance with all applicable laws and regulations;
- . Customer will retain the original or a copy of the customer authorizations for consumer Entries as required by the Rules for a period of not less than two years after termination or revocation of such authorization and will, upon request of Bank, furnish such original or copy to Bank; and
- . Customer shall indemnify Bank against any loss, liability, or expense (including attorneys' fees and expenses) resulting from or arising out of any breach of any of the foregoing warranties or agreements.

□. PRE- NOTES.

If an Originator (Customer) chooses to transmit pre-notification Entries, it may not initiate live dollar Entries until at least three (3) Business Days following the Settlement Date of the pre-notification Entry. You must have sufficient available funds in your Account(s) to cover the total amount of Credit Entries at the time we receive your ACH file or initiate transactions through Bank's Commercial Online Banking platform.

□. SAME DAY.

Same Day ACH services are available as an origination option for both debit and credit Entries. Entries transmitted as Same Day ACH transactions are subject to the Rules for Same Day ACH. In addition, the Same Day ACH service requires advance setup prior to the Customer sending the first file to be processed as Same Day.

□. ON-US ENTRIES.

Subject to the provisions of the Agreement, Bank will settle On-Ups Entries in accordance with the Rules, but not before the Effective Date.

□. PROVISIONAL CREDIT.

Customer acknowledges that the Rules make provisional any credit given for an Entry until Bank receives final settlement. If Bank does not receive final settlement, it is entitled to reverse the Entry and provide such notice as required by the Rules.

□. SETTLEMENT.

Customer will maintain a Settlement Account with Bank at all times that the ACH Service is available to Customer. Customer will maintain in the Settlement Account as of the applicable Settlement Date Available Funds sufficient to cover all credit Entries initiated by it. Customer authorizes Bank to debit the Settlement Account on the applicable Settlement Date in the amount of each credit Entry. Customer will maintain in the Settlement Account Available Funds sufficient to cover its Entries. Customer also authorizes Bank, without prior notice, to debit the Settlement Account or any other account of Customer for any amount payable under the Agreement. When required by Bank, Customer will maintain sufficient Available Funds in the Settlement Account at the time Customer initiates an Entry, to pay for the Entry.

□. CANCELLATION AND AMENDMENT.

Customer shall have no right to cancel or amend any Entry after receipt of the file by Bank. However, if such request complies with the Security Procedures for the cancellation of data, Bank shall use reasonable efforts to act on a request by Customer to cancel an Entry before transmitting it to the ACH Operator or, in the case of an On-Ups Entry, prior to crediting (or debiting) a Receiver's account, but Bank shall have no liability if such cancellation is not effected. Customer shall reimburse Bank for any expenses, claims, demands, costs, losses, damages, or fees, including reasonable attorneys' fees, Bank may incur in effecting or attempting to effect the cancellation or amendment of an Entry.

Bank may transmit a reversing Entry initiated by Customer to correct an Entry which Customer initiated in error. Customer shall notify the Receiver of any reversing Entry which Customer initiates. Notification to the Receiver shall include the reason for reversal and shall be made no later than the Settlement Date of the reversing Entry.

M. REJECTION OF ENTRIES.

Bank may reject any Entry, including an On-Ups Entry, if it does not comply with the Rules, if the format is improper, if it violates the Security Procedures, if there are not sufficient Available Funds, or if Customer is not otherwise in compliance with the terms of the Agreement. Customer must have sufficient Available Funds in the Account(s) to cover the total amount of your Credit Entries, at the time we receive your ACH file or initiate transactions through our Commercial Online Banking platform. Bank shall use its best efforts to notify Customer of such rejection no later than the Business Day such Entry would otherwise have been transmitted by Bank or, in the case of an On-Ups Entry, its Effective Date. Bank shall have no liability to Customer by reason of the rejection of any Entry or the fact that such notice is not given at an earlier time than that provided for herein. Bank has no obligation to originate a transaction where authorization has been revoked.

N. NOTICE OF RETURNED ENTRY.

Bank shall use its best efforts to notify Customer of the receipt of a returned Entry no later than one Business Day after its receipt. Bank shall have no obligation to re-transmit a returned Entry if Bank complied with the terms of the Agreement and the Rules in processing the Entry. Bank shall remake Entries if the Entry was returned by the ACH Operator due to mishandling of the Entries by Bank, but only if Customer provides sufficient information to remake the Entry.

o. NOTIFICATIONS OF CHANGE.

Bank shall provide Customer all information, as required by the Rules, with respect to each NOC Entry or Corrected NOC Entry received by Bank relating to Entries transmitted by Customer. Bank must provide such information to Customer within two Banking Days of the Settlement Date of each NOC or Corrected NOC Entry. Customer shall ensure that changes requested by the NOC or Corrected NOC are made by, or on behalf of, the Originator within six (6) Banking Days of Customer's receipt of the NOC from Bank or prior to initiating another entry to the Receiver's account, whichever is earlier.

P. CHECK CONVERSION.

If Bank has approved Customer's application for ACH check conversion Services, and upon completion of such additional forms as Bank shall require, Bank shall accept Entries from Customer or Customer Vendor, and converted into ACH compliant format. Bank will process properly created POP, ARC, and BOC Entries from such check conversion in accordance with the Rules. It is the responsibility of Customer to ensure that the Entries which it initiates comply with the Rules and all applicable laws, including the requirements of OFAC. Bank may accept additional SEC codes as applicable to check conversion in the future, and such Entries will be governed by the Agreement. Upon request, Customer shall allow Bank to inspect the compliance and document retention systems of Customer and of Customer Vendor. Bank will establish ACH risk limits at the time of underwriting. Bank reserves the right to enforce such limit and to amend these amounts from time to time, based upon periodic reviews of Customer's financial activities and credit risks.

Q. INTERNATIONAL PAYMENTS.

An IAT entry is a debit or credit entry, which is part of a Payment Transaction involving a Financial Agency outside of the territorial borders of

the United States, which is processed through the domestic ACH network, pursuant to the Rules, including the rules pertaining to International ACH Transactions. The Rules establish SEC code "IAT" for all International ACH Transactions. Customer agrees to be bound by the Rules, International ACH Transaction Rules, NACHA Operating Guidelines, and all other applicable statutes, rules, and regulations pertaining to IAT, including all applicable OFAC and FinCEN rules and regulations. Customer acknowledges that IAT Entries require additional mandatory information in the computer record for such Entries within an ACH batch file. Customer expressly agrees to identify and properly initiate all IAT Entries. Before initiating an IAT entry, Customer agrees to understand and accept the rules and requirements of the national payment system of the receiving foreign country. Customer assumes the risk of currency fluctuation in all IAT Entries originated by Customer. Customer assumes the risk of rejection of its entries according to the rules of the national payment system of the receiving foreign country. Customer understands that Entries once transmitted by the Gateway Operator are irrevocable and are not subject to the Rules as they pertain to domestic Receiving Depository Financial Institutions and are instead governed by the national payments system of the receiving foreign country. Company is responsible for the accuracy of the file and assumes all responsibilities in the event of an error or duplicate entry and all risks and liabilities and for foreign exchange conversion. Company will accept IAT Entries returned in a different dollar amount than the original entry. Company warrants the IAT Entry has been authorized in compliance with the laws and payment system rules of the receiving country.

R. ACCOUNT RECONCILIATION.

Entries transmitted by Bank or credited to a Receiver's account maintained with Bank will be reflected on Customer's periodic statement issued by Bank with respect to the account. Customer agrees to notify Bank of any discrepancy between Customer's records and the information shown on any periodic statement as required pursuant to Section I, KK of this Agreement.

S. DATA RETENTION.

Customer shall retain data on file adequate to permit remaking of Entries for five (5) Business Days following the date of their transmittal to Bank as provided herein and shall provide such data to Bank upon its request.

T. UPIC and BIC.

As a fraud prevention service, and to protect sensitive banking information, Universal Payment Identification Codes (UPIC) and Business Identification Codes (BIC) provide the client with "non-depository" account numbers to provide to their vendors and other entities that wish to pay electronically.

Accuracy, timeliness of transmissions (or for the authorization of any Entry received from Third- Party Sender) or those of any other person, including, without limitation, any Fed Reserve Bank, ACH Operator, or transmission or communications facility, any Receiver or RDFI (including, without limitation, the rejection of an Entry by such Receiver or RDFI), and no such person shall be deemed Bank's agent. Third- Party Sender shall be responsible to pay Bank for all such Entries.

IV. WIRE TRANSFER SERVICE.

Upon Bank approval of Customer's use of this Service, Customer may authorize the Wire Transfer of funds from Authorized Accounts at Bank at such times, and in such amounts as Customer may from time to time direct or undertake such approve procedures online.

□. WIRE TRANSFER SERVICES.

Bank shall issue a Wire Transfer to transfer Available Funds from the Authorized Accounts in accordance with a Wire Transfer Payment Order received by Bank in a form acceptable to Bank. Bank may make such Wire Transfer by any reasonable means, including without limitation, the use of such intermediary bank or banks as Bank deems advisable.

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

If Customer issues a Wire Transfer Payment Order which initiates a Wire Transfer to a recipient in a foreign country, Bank may convert the funds to the currency of the destination country at the option of Bank, unless otherwise agreed with Customer. If Bank converts the currency to the currency of the destination country, Bank will make the conversion at Bank's then-prevailing rate of exchange, and will transfer the converted funds to the recipient in the destination country pursuant to Customer's Authorized Instructions. Customer shall bear the risk of intervening currency fluctuation, and Customer shall be responsible for paying Bank's prevailing rates for both the purchase and the sale of the foreign currency.

If requested by Customer and agreed to by Bank, Customer authorizes Bank to debit Customer's account(s) with Bank upon receipt of a Fedwire Drawdown Request, and to send funds to the Requesting Bank. Each transfer will be done on the Business Day Bank receives the incoming request from the Requesting Bank if the request is received within a reasonable time to determine whether Customer's Account has sufficient Available Funds and to obtain access to the Federal Reserve network prior to the end of Business Day.

Customer's obligation to pay Bank the amount of the funds transfer in the event that the Fedwire message does not identify the same account or financial institution is not excused in such circumstances.

When names and numbers are inconsistent, the numbers shall control. With respect to incoming Wire Transfers that do not indicate an account number recognizable to Bank, Bank may return such Wire Transfers to the sending financial institution without incurring any liability. Customer does not have the right to reverse, adjust, or revoke any Fedwire message after it is received by Bank; however, Bank will use reasonable efforts to act on such a request by Customer to reverse, adjust, or revoke such message before Bank has sent the outgoing Wire Transfer. With respect to an outgoing Wire Transfer already transmitted by Bank, Bank shall, at Customer's request, request the receiving financial institution to return funds previously transferred. Customer understands and agrees that the receiving financial institution may or may not comply with any such request.

Customer's authorization for reverse wire requests shall remain in effect until Customer gives written notice to Bank. Bank will have a reasonable time to act on any written notice received from Customer.

In consideration of Bank's compliance with this authorization, Customer agrees Bank's treatment of any charge, and Bank's rights with respect to it, shall be the same as if the entry were initiated personally by Customer. Bank shall have no liability if any charge is dishonored.

□. TIMING.

Unless the Authorized Instructions otherwise direct, Bank shall initiate the Wire Transfer requested by Customer on the Business Day on which the Wire Transfer Payment Order is received. If the Wire Transfer Payment Order is received after the Cut-off Time, Bank shall initiate the Wire Transfer on the next Business Day.

□. DECLINED TRANSACTIONS.

Bank may reject a Wire Transfer Payment Order if the format of the Authorized Instructions is improper, if Customer has not complied with the Security Procedures, if Bank has a concern about the authenticity, authority and accuracy of the Payment Order, if there are not sufficient Available Funds, or if Customer is not otherwise in compliance with the terms of the Agreement. If Bank receives a Cancellation Order that does not comply with Security Procedures, Bank may, but shall not be required to, decline to issue the Wire Transfer. Bank has no obligation to originate a Wire Transfer where authorization has been revoked.

□. NOTIFICATION.

In the event Bank declines to make a Wire Transfer, or in the event Bank refuses to honor a Cancellation Order, Bank shall notify Customer before the Cut-off Time by telephone call directed to one of the Authorized Agents at the telephone number provided by Customer. If Bank cannot reach Customer by telephone after reasonable attempts to do so, Bank may provide notice by email or fax, and such notice shall be mailed to Customer on the same Business Day. Bank shall have no obligation to notify Customer of Bank's failure to honor any Wire Transfer Payment Order for which Bank has received and honored a Cancellation Order that complies with the Security Procedures.

□. CANCELLATION AND AMENDMENT.

Bank shall cancel a Wire Transfer Payment Order upon receipt of a Cancellation Order that complies with the Security Procedures, provided Bank has not already issued the Wire Transfer. Authorized Instructions may not be amended. Authorized Instructions may be cancelled and new Authorized Instructions may be issued. In all amendments and cancellations, Bank shall have a reasonable time to implement the changes to the prior Wire Transfer Payment Order or Cancellation Order, and Bank shall have no liability if the prior orders are executed before Bank can reasonably implement the amendment or cancellation.

□. REFUND.

In the event a Wire Transfer Payment Order of Bank, issued in acceptance of Customer's Authorized Instructions, is not completed for any reason, Bank shall not be required to refund any funds to Customer until Bank has received satisfactory confirmation of cancellation of the Wire Transfer. In the case of a refund to Customer, Bank may deduct all expenses it may have incurred in connection with the uncompleted transfer, including any losses from currency valuations or fluctuations at the time of the refund.

□. WARRANTIES OF CUSTOMER.

- . Customer represents and warrants to Bank that the Authorized Instructions to Bank is for and on behalf of Customer, unless otherwise stated.
- . Customer will comply with the terms of the Electronic Funds Transfer Act if applicable, or UCC Article 4A if applicable and shall otherwise perform its obligations under the Agreement in accordance with all applicable laws and regulations.

□. LIABILITY OF BANK.

In addition to other limits on Bank's liability set forth in the Agreement, Bank shall not be liable to Customer for any losses, damages, claims, or causes of action, including but not limited to:

- . Bank's declining to conduct any funds transfer in accordance with the subsection governing Declined Transaction;
- . the act or omission of any other receiving bank, beneficiary's bank, or other person or entity in connection with a funds transfer initiated by Customer and Bank; or
- . losses experienced in the international transfer of funds.

Claims for interest compensation are subject to the National Council for Uniform Interest Compensation (NCUIC) for domestic transactions and the U.S. Council of International Banking (USCIB) rules for international transactions.

I. ACKNOWLEDGMENT BY CUSTOMER.

Customer acknowledges that:

1. Customer shall be solely liable for any Authorized Instructions received by Bank that are the result of unauthorized use of or access to the Security Procedures, whether by agents or employees of Customer, by third parties, or otherwise. Bank may rely on the identifying number of any intermediary or beneficiary's bank included in Customer's Wire Transfer Order as proper and conclusive identification of such intermediary or beneficiary's bank, even though Customer's Wire Transfer Order also identifies such intermediary or beneficiary's bank by name; Customer shall be responsible for any mistake in such number(s) as provided to Bank and Bank has no duty to verify any identifying number provided by Customer.
2. The beneficiary's bank may make payment on Customer's Wire Transfer Order on the basis of an identifying or bank account number, even if such

number identifies a person other than the beneficiary named in the payment order. Customer shall be responsible for any mistake in such number as provided to Bank; and Bank has no duty to verify any identifying or bank account number provided by Customer.