

BUSINESS ONLINE AND MOBILE BANKING AGREEMENT AND DISCLOSURE

This Business Online and Mobile Banking Agreement and Disclosure ("**Agreement**") is made by and between Bank of Blue Valley and the "**Customer**" identified on the online banking enrollment form. The Bank and Customer shall also be referred to herein as a "**Party**" or collectively as the "**Parties**." The terms "we," "us," "our" and "Bank" refer to HTLF Bank and the terms "you" and "your" refer to the Customer. By accepting this Agreement and by using this Service(s), and/or authorizing others to do so on your behalf, you agree to be bound by the terms of this Agreement. This Agreement is in addition to the other agreements, including but not limited to your Business Deposit Account Agreement & Disclosure, between you and the Bank.

NOTE: E-mail transmissions are not secure. We advise you not to send us or ask for sensitive information such as account numbers, Password, account information, etc. via any general or public e-mail system.

ARBITRATION DISCLOSURE: This Agreement contains an arbitration provision under which you and the Bank agree that any dispute under this Agreement or related to your Account or our relationship with you will be resolved in binding arbitration, and that you will not have the right to a jury trial or to resolve the dispute in court. See Section 24 of Schedule 1 for details.

Electronic Execution. As set forth in your "Business Deposit Account Agreement & Disclosure," this Agreement may be executed in two or more identical counterparts (whether by electronic signature, in facsimile, in PDF or original), each of which shall constitute an original as against the party whose signature appears thereon, and all of which together shall constitute one and the same instrument. If Customer executed this Agreement in electronic format using an electronic signature, Customer agrees that Customer's electronic signature on this Agreement demonstrates Customer's intent that this Agreement be legally valid and enforceable in accordance with its terms, and that Customer's electronic signature will have the same effect as Customer's signature on a paper document.

The terms, conditions and services provided pursuant to this Agreement are governed and set forth in the following Schedules:

Schedule 1: General Terms & Conditions
Schedule 2: Internet Banking Services
Schedule 3: Electronic Information Reporting
Schedule 4: Electronic Check Processing
Schedule 5: Bill Payment Service

Customer hereby agrees to be bound by the terms and conditions of this Agreement. To the extent any terms or conditions of this Agreement directly conflict with the terms or conditions of such additional agreements or Documentation, the terms and conditions of this Agreement shall control with respect to the Services described herein. Unless otherwise provided, to the extent any provisions of the terms set forth in Schedule 1 directly conflict with any other Schedule, the provisions of such other Schedule shall control with respect to the Services covered by that Schedule.

SCHEDULE 1: GENERAL TERMS AND CONDITIONS

The General Terms and Conditions shall apply to the terms of the Services provided under this Agreement in the following Schedules or other addendum or schedule incorporated herein by reference. Customer also agrees that the Accounts to which the Services apply are governed by the agreement entitled "Business Deposit Account Agreement and Disclosure" (the "**Account Terms**"). Customer agrees to maintain an Account during the Term of this Agreement with an adequate Available Balance for the Services used by Customer. Customer expressly agrees that any dual or multiple signature requirements it has established for any Account shall only apply for its own internal control purposes and shall not apply to the use of any Services. Except as otherwise provided herein, where any terms and conditions contained in the Account Terms or any other agreement between the Parties conflict with the terms of this Agreement, the terms of this Agreement shall control unless such separate agreement to which Bank is a party expressly provides that its terms shall prevail over the terms of this Agreement.

1. Definitions. The meanings of defined terms shall be equally applicable to the singular and plural forms of the defined terms. All references to "include," "includes," or "including" shall be deemed to be

followed by the words “without limitation. “Unless otherwise defined herein, capitalized terms shall have the following meanings:

a. “Account” means any deposit account maintained with Bank by Customer and any other account with Bank over which Customer has access to and control over any funds on deposit therein, and loans or other products you have with the Bank.

b. “Applicable Laws” means, as applicable to the Services, a party, or the activities of a party, any declaration, decree, directive, legislative enactment, order, ordinance, law, rule or regulation, or other binding restriction of or by any governmental authority (including any federal, State, municipal, local, territorial, or other governmental department, whether domestic or foreign), and the rules of the association or organization through which transactions are processed, including the Operating Rules. References to “Applicable Laws” shall mean such laws as they may be amended, modified or otherwise exist from time to time.

c. “Act of Insolvency” means “Act of Insolvency” means, with respect to any party, (i) the commencement by such party as debtor of any case or proceeding under any bankruptcy, insolvency, reorganization, liquidation, moratorium, dissolution, delinquency or similar law, or such party seeking the appointment or election of a receiver, conservator, trustee, custodian or similar official for such party or any substantial part of its property, or the convening of any meeting of creditors for purposes of commencing any such case or proceeding or seeking such an appointment or election, (ii) the commencement of any such case or proceeding against such party, or another seeking such an appointment or election, or the filing against a party of an application for a protective decree under the provisions of the Securities Investor Protection Act of 1970, which (A) is consented to or not timely contested by such party, (B) results in the entry of an order for relief, such an appointment or election, the issuance of such a protective decree or the entry of an order having a similar

effect, or (C) is not dismissed within 15 days, (iii) the making by such party of a general assignment for the benefit of creditors, or (iv) the admission in writing by such party of such party’s inability to pay such party’s debts as they become due.

d. “Affiliate” shall have the meaning as set forth in the Signature Agreement.

e. “Authorized Person” shall have the meaning as set forth in Section 2 of this Schedule 1.

f. “Available Balance” means the funds in your Account that are available to you to withdraw or transfer; to pay Checks and other Items; Payment Orders, and for all other use of the Services permitted under this Agreement in accordance with the Bank’s Funds Availability Policy.

g. “Business Day” means any day other than a Saturday, Sunday, holidays observed by the Federal Reserve Bank or other day on which Bank is required or authorized to be closed.

g. “Check” means a draft that is payable on demand, drawn on, or payable through a United States financial institution, whether negotiable or not, and in whatever medium including an imaged or substitute check.

h. “Collected Funds” means the positive balance, if any, of an Account, after settlement and processing of all other debits and credits to the Account at the close of each Business Day.

j. “Cut-Off Time” means the time on any Business Day when Bank will no longer accept Payment Orders or other Instructions or process Transactions for that Business Day and any such Payment Orders or other Instructions received after such time, if accepted, will be processed as of the next Business Day.

k. “Documentation” means any Set up Form(s), Implementation Materials or other documentation provided by Bank to Customer addressing the use of the Services.

l. “Error” has the meaning as set forth in Section 9 of this Schedule 1.

m. “Implementation Materials” means all materials that explain or facilitate the use of a Service or System, including, without limitations, user booklets, operational manuals, Security Procedures, instruction and

training materials, and information provided by Bank relating to the Services.

n. "Instructions" means any instruction (including any Payment Order or an application for credit), request, instrument, or other communication provided using Customer's Security Procedures, or otherwise provided by or on behalf of Customer to Bank to perform a Service or take action on behalf of Customer or its Accounts.

o. "License" means the non-exclusive, non-transferable right to use, during the term of this Agreement, the Software, System or other intellectual property provided by Bank to use a particular Service.

p. "Losses" means any and all claims, actions, demands, losses, damages, judgments, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees and court costs) and all costs of settlement of claims.

q. "NACHA" means the National Automated Clearing House Association.

r. "Operating Rules" means the operating rules and guidelines of Nacha.

s. "Payment Order" has the meaning as set forth in Article 4A of the Uniform Commercial Code ("UCC").

t. "Security Procedures" means the security procedures provided by the Bank to Customer describing the procedure, access codes, passwords or other security devices required to access and use the Services securely, which may be provided in either a hard copy or electronic format, as may be amended by Bank from time to time.

u. "Services" means the services described in the Schedules to this Agreement or otherwise incorporated herein.

v. "Set up Form" means the forms completed by Customer or Bank at the direction of Customer requesting specific Services and may include: the Product Enrollment Form and Assignment of Security Procedures, Service specifics, such as procedures, specifications, Instructions, names of Authorized Persons, Accounts, and Cut-Off Times or deadlines, and any guides or materials describing to use of any Services or System, and shall include any other Customer election

document all of which may be amended from time to time

w. "Software" shall have the meaning in Section 7 of this Schedule 1.

x. "Supplier" has the meaning in Section 19 of this Schedule 1.

y. "System" means any method by which Customer may communicate with Bank for use of the Services, which may include, but not be limited to, Internet (including InBusiness , Remote Check Processing, and Lockbox) or other Web Browser, direct transmission File Transfer Protocol ("FTP"), Mobile App, SWIFT or other payment network offered by Bank from time to time.

z. "Transfer" or "Funds Transfer" means an electronic transfer of funds from Customer's Account.

aa. "Transaction" means executing an Instructions, including any Payment Order, on behalf of Customer as part of the Services.

bb. "Unauthorized Transactions" means any unauthorized, altered, counterfeit, or to other fraudulent transactions or other transaction not originated, initiated or signed (if necessary) by Customer or an Authorized Person.

cc. "Uniform Commercial Code" or "UCC" means the Uniform Commercial Code as adopted in the State.

dd. "Vendor" shall have the meaning as set forth in Section 19 of this Schedule 1.

2. **Services.** Subject to the terms and conditions of this Agreement and upon Bank's receipt of the required Documentation and final approval and implementation by Bank, the Bank will provide Customer with those Services as requested by Customer. Except as otherwise specifically provided in this Agreement, any changes requested by Customer shall not be effective unless the Bank has a reasonable amount of time to implement the requested amendments, revisions or modifications. Customer shall only use the Services, including the origination of any wire or other electronic funds transfers, as principal, and shall not execute Transactions of any Services as agent on behalf of a third party that is not party to this Agreement (including any Affiliate) unless otherwise agreed by Bank in writing.

3. Authority of Administrator(s); Authorized Persons.

Any administrator(s) designated by Customer, by enrolling in online banking, shall have access to all of Customer's Accounts, and full authority to access and use the Services and System (defined below) on behalf of Customer, including adding and removing Services; the authority to select and change Security Procedures; request the issuance or re-issuance of Administrator usernames, passwords, access devices and other Security Procedures; access and use all of the features of the System and the Services; enable, set parameters for the use of or disable any Customer controlled features of the System and each Service; use the System and Services to issue, activate, limit, or de-activate one or more usernames, passwords and other Security Procedures which may be used to access and use one or more features of the System and the Services. Any Administrator shall also have the authority to authorize other persons to access and use one or more features of the System and the Services, up to and including the same rights granted to an Administrator named in this Agreement and described herein, including, but not limited to replacement of any administrator,(each such person provided or given access to any such username or password collectively referred to as "Authorized Persons"). Bank may, in its sole discretion, limit the authority of an Administrator to change, remove or adopt alternative Security Procedures and may require a separate waiver or agreement be signed by another authorized individual at Customer. Bank may rely upon and act upon Instructions submitted over the System as well as oral or written Instructions and requests reasonably believed by the Bank to be from any designated Administrator and any Authorized Person. Bank has no duty to monitor the addition or removal of Administrators or an Authorized person as such authority and actions are within the authority granted to an Administrator to manage Services on behalf of Customer.

4. Term, Termination; Cancellation of Services. This Agreement will become effective when Customer accept the terms of this Agreement and shall remain in full force and effect until termination or cancellation in accordance with the following provisions.

Termination of Service: Unless otherwise required

by applicable law or regulation, either Party can terminate this Agreement and/or Customer's access to any Service through the Service, in whole or in part, at any time. Additionally, we may terminate your access to the Services due to inactivity as defined below. Bank will try to notify Customer in advance of any termination, but is not required to do so. Bank may also terminate access upon proper notification of death. If Customer violates any terms of this Agreement (including non-payment of fees under any applicable fee schedule) or any other agreement Customer has with Bank, Customer agrees that Bank may suspend or terminate Customer's access to any of its Accounts and Services. Bank is not required to reinstate or re-activate Customer's access. If Customer closes all its Accounts, terminates its Services, or withdraws from the Service, Bank may suspend or terminate Customer's access without prior notification. Bank is not required to reinstate or reactivate Customer's access. If reinstated, the then-current terms of this Agreement will apply.

5. Bank will promptly notify Customer if it terminates this Agreement or Customer's use of the Service for any other reason. Bank reserves the right to process any transactions after the termination date. Upon termination of this Agreement, Customer may no longer use the Services and the Bank may decline any Services to be used by or on behalf of Customer or by any Authorized Person to initiate any transactions with respect to Customer's Accounts. Following termination, neither Party shall have any further obligations under this Agreement, except that: (i) Customer shall remain liable for any Transactions initiated by Customer using any Service and any other liabilities or obligations arising out of Customer's use of any Service that have not been paid, satisfied or otherwise performed prior to termination, and any Transactions that are permitted after the effective date of termination; in each case to the extent provided by the terms of this Agreement; and (ii) the rights, duties, obligations and liabilities of the Parties pursuant to Sections 10, 15, 23, 24 and 27 shall survive and remain in effect following termination.

6. Systems and Access to Services.

(a) Systems. Each Service may be provided using a System as offered by Bank from time to time, and Customer will access through the internet using

Customer's own computers, Customer's own internet browser software and Customer's own internet service provider or other internet access point selected by Customer. Each Customer computer and internet browser used with any Service or to access the System must meet or exceed the specifications set forth on the Bank's website and other Implementation Materials made available to Customer, if any. Customer is solely responsible for the selection, purchase, license or lease, maintenance, upgrade, security, and any error, failure or malfunction of Customer's computers, operating systems, internet browser software, virus software, firewalls, internet service providers or other internet access points, and internal and external communication lines and wireless communication systems, none of which shall be deemed part of the System made available by the Bank. Customer is solely responsible for the security of and access to any such computers, systems and Security Procedures used by Customer to access the Services and Customer's Accounts. Customer acknowledges that computer, operating system and internet browser specifications may change from time to time and that Customer is solely responsible for maintaining or upgrading its computer, operating system and internet browser software in response to any changes in specifications. While Bank will use commercially reasonable efforts to make the Systems available at all times, one or more of the Systems may be temporarily unavailable for a variety of reasons (e.g., maintenance, periods of high volume, system outages, unauthorized activity or other events beyond Bank's control) and Customer agrees that Bank will not be liable if a System is not available for use at any time. Customer shall select in the Documentation for a particular Service the System(s) used as a means of communicating with Bank. Information and Instructions may be sent and received by Customer using such System.

(b) Third Party Links. The System may contain links to the websites of third parties ("**Linked Sites**") or provide the opportunity to use or access third-party software or services that are not part of the Services ("**Third-Party Software**") offered by a third party other than a Vendor (a "**Third-Party Vendor**"). Bank does not endorse or assume any responsibility for any Linked Sites or Third-Party Software and makes no representations or warranties whatsoever with

respect thereto. Customer is solely responsible for its use of any Linked Sites or Third-Party Software and agrees that it must look to the Third-Party Vendor, and not Bank, for any content, services and any problems or claims related to its use of the Linked Sites or Third-Party Software, including any security or data breach.

(c) Mobile Apps. Bank may offer applications that Customer and its authorized users can download to access certain Systems through the use of a supported wireless device, such as a smartphone or tablet device ("**Mobile Apps**"). Customer agrees that, where required, the acceptance by its Users of terms of use or software associated with the use of a Mobile App is authorized by Customer and will be binding on Customer and each User. Bank is not responsible for any charges that Customer or its Users may incur from their telecommunications carrier in connection with use of a Mobile App. Customer acknowledges that the use of Mobile Apps presents unique risks, including the loss or compromise of a mobile device with a Mobile App and increased exposure to potential unauthorized access and to malware and similar software. Customer assumes all risks arising from the use of Mobile Apps by its Users and accepts responsibility for managing the security of its Users' mobile devices to combat these risks.

7. License, Representations and Warranties of Bank. During the Term of this Agreement, Customer has a non-exclusive License to use the System all related Software, and all Implementation Materials, as in effect from time to time (collectively, "**Proprietary Data**") solely for the purpose of using the System and related Services in accordance with the terms and conditions of this Agreement. Customer acknowledges that the System may be operated by or include Software or other Proprietary Data owned and copyrighted by third parties and is being made available or sub-licensed to Customer by the Bank, subject to the terms, conditions and limitations of the Bank's service and license agreement with such third parties. Customer acknowledges that it is not purchasing title to any Software or Proprietary Data, that such Software and Proprietary Data may not be copied or used independently of the System or related Service, and that no third party provides any support services, upgrades or technical assistance in connection with the software owned by it. Customer

agrees not to decompile or reverse engineer any code contained in any Software. The Bank shall not be responsible for any computer virus or related problems that may be associated with the use of the System.

BANK MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE SYSTEM, EACH SERVICE AND ANY SOFTWARE AND PROPRIETARY DATA; WHICH ARE PROVIDED "AS IS." EXPRESS, IMPLIED OR STATUTORY INCLUDING WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF QUALITY, PERFORMANCE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO THIRD PARTY PROVIDER OF THE SYSTEM OR ANY SERVICE, SOFTWARE OR PROPRIETARY DATA MAKES ANY EXPRESS OR IMPLIED WARRANTIES OF QUALITY, PERFORMANCE, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. NO DESCRIPTIONS OR SPECIFICATIONS, WHETHER OR NOT INCORPORATED INTO THIS AGREEMENT, NO PROVISION OF MARKETING OR SALES MATERIALS AND NO STATEMENT MADE BY ANY REPRESENTATIVE OF BANK OR A SUPPLIER IN CONNECTION WITH THE SERVICES, ANY SOFTWARE OR SYSTEM OR THIS AGREEMENT, SHALL CONSTITUTE REPRESENTATIONS OR WARRANTIES OF ANY KIND.

- 8. Fee Schedule.** Unless otherwise agreed by Bank with Customer in writing, Customer agrees to compensate the Bank for each Service in accordance with the Bank's Fee Schedule, published on the Bank's website, which may change from time to time, and for any other fees and charges not covered under such fee schedule for any Customer requested or required special service or handling (collectively, the "**Fees**"). Customer hereby acknowledges receipt of the Bank's Fee Schedule in effect as of the Effective Date. Unless other arrangements are made for payment of the Fees, Bank will automatically debit an Account in the amount thereof when due. Unless otherwise agreed in writing with Bank, any amendments to the Fee Schedule or new Fee Schedule provided by Bank shall be effective upon notice to Customer including notice sent electronically or posted to the System for the use of Services and view Account information. Customer understands that utilization of Services may cause

Customer to incur charges and fees imposed by third parties, including, without limitation, charges imposed by any third-party telecommunication provider. Customer agrees that Customer will pay all additional charges in connection with or otherwise resulting from Customer's use of the Services.

9. Security Procedures.

(a) Commercially Reasonable Security Procedures. Customer will use the System, Services, and Software in accordance with the terms of this Agreement, including any Security Procedures offered and implemented by Bank in connection with the Services and as may be set forth in the applicable Product Enrollment form and Assignment of Security Procedures. Customer has reviewed the Security Procedures offered and recommended by Bank and agrees that such Security Procedures are commercially reasonable and suitable for Customer with respect to authentication of Customer's Payment Orders and other Instructions based upon Customer's intended use of the Services as communicated to Bank, including the size, type, frequency and volume of Customer's Payment Orders. The Security Procedures are designed to verify the authenticity of, not to detect errors in, Customer's Payment Orders and other Instructions, and Bank has no obligation to detect errors in Customer's Payment Orders and other Instructions. Any Payment Orders or other Instructions communicated to Bank in Customer's name in compliance with the Security Procedures, and all access to and use of Channels and other Services using the Security Procedures assigned to Customer, are considered authorized by Customer and enforceable under the terms of this Agreement if accepted by Bank in good faith. Customer agrees that failure by Bank to use or comply with any Security Procedure shall not excuse Customer from its obligation to pay Bank the amount of any Payment Order made or authorized by the Customer or for which Customer is otherwise liable. Bank may implement different or additional Security Procedures for use by Customer from time to time upon notice to Customer, and Customer's continued use of the Services and implementation of those additional Security Procedures shall be Customer's agreement to such Security Procedures. Unless expressly stated otherwise in the Documentation, Bank will have no obligations under the Security

Procedures and Customer agrees that failure by Bank to use any Security Procedures shall not excuse Customer from its obligation to pay Bank for the amount of any Payment Order made or authorized by Customer or for which Customer is otherwise liable.

(b) Rejection or Waiver of Security Procedures. If Customer chooses to communicate any Payment Order to Bank in a manner that varies from the Security Procedures, then Customer agrees to be bound by and pay for such Payment Order accepted by Bank in good faith, whether or not authorized, and Customer will be deemed to have refused the Security Procedures that Bank offers and recommends as commercially reasonable. However, Bank has no obligation to accept any Payment Order that is not communicated in compliance with the Security Procedures, and Bank shall not be responsible for refusal to act upon any Payment Order received which does not comply with the Security Procedures. Customer agrees that requesting that all or any part of any Security Procedure be curtailed, deactivated or otherwise modified, it has elected not to use other commercially reasonable Security Procedures or Security Procedures that are commercially reasonable if used without curtailment, deactivation or modification. Except as otherwise required by Applicable Laws, Customer agrees to be bound by and liable for all Transactions initiated using the Services and Security Procedures selected by Customer in the Schedules to this Agreement, including Transactions initiated using a Security Procedure that has been curtailed, deactivated, or otherwise modified or adopted by or at the request of Customer, and all such Transactions shall be deemed authorized regardless of whether such Transaction was initiated by Customer or any other person authorized to act by or on behalf of Customer. Customer acknowledges and agrees that Security Procedures are in addition to and do not limit or otherwise revoke or restrict any separate Customer authority of any Authorized Person, any Administrator or other person (whether by course of dealing or otherwise) to authorize any action, Transaction or communication or otherwise act on behalf of Customer. Bank may also, from time to time, implement additional verification and identification steps, factors or procedures as it may deem necessary or appropriate, as an amendment to any Security Procedure selected by Customer or as an

additional Security Procedure available to Customer; provided, that, no such amendment or adoption of a Security Procedure shall constitute an admission or other evidence that a Security Procedure was not commercially reasonable as and when previously selected by Customer.

(c) Safeguarding Security Procedures. Customer will establish and maintain the confidentiality of and security and control over those aspects of each Security Procedure communicated or entrusted to or created, established or selected by Customer, including but not limited to any identification codes, usernames, voice retrieval codes, passwords, access cards, access devices or code or password generating devices; all electronic, paper or other media on which any of the foregoing are maintained, recorded or stored, and each computer used to access the System or any Service. Customer further agrees that each person that is provided access or control over any of the foregoing shall be an Authorized Person and fully authorized to initiate Funds Transfers and other Transactions and use the, System, Services and related Security Procedures as an authorized agent of Customer. If Customer believes that any Security Procedures have become lost, compromised or known to any unauthorized person, Customer shall immediately disable such Security Procedures and provide telephone notice to the Bank, followed by written notice.

CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT CERTAIN RISKS ARE INHERENT IN THE TRANSMISSION OF OR PROVIDING ACCESS TO INFORMATION OVER THE INTERNET AND THERE CAN BE NO ASSURANCE THAT INQUIRIES OR TRANSACTION ACTIVITY WILL BE COMPLETELY SECURE OR FREE FROM DELAYS, MALFUNCTIONS, OR OTHER INCONVENIENCES GENERALLY ASSOCIATED WITH THIS ELECTRONIC MEDIUM. THE BANK MAKES NO REPRESENTATION, WARRANTY, COVENANT OR AGREEMENT THAT A SECURITY PROCEDURE WILL BE EFFECTIVE AND, EXCEPT AS OTHERWISE REQUIRED BY APPLICABLE LAWS, THE BANK SHALL NOT HAVE ANY LIABILITY FOR THE BREACH OF A SECURITY PROCEDURE OR THE INTEGRITY OF ANY SYSTEM, OR ANY SERVICE.

(d) Transaction Monitoring. Bank may, in its sole discretion, implement internal monitoring systems to

evaluate Customer Transactions and the risk of possible fraudulent activity. Such Transaction monitoring is part of Bank's internal processing and is not a component of the Security Procedures, and Customer agrees that the Security Procedures will be considered commercially reasonable regardless of whether they incorporate information from Transaction monitoring. Customer agrees that Bank may process Payment Orders and other Instructions verified by the Security Procedures and Bank will be considered to have acted in good faith and in compliance with the Security Procedures, regardless of the results of Transaction monitoring, including the detection of possible fraudulent activity; provided that Bank does not have actual knowledge that the Transaction is unauthorized and a reasonable opportunity to act on that knowledge. However, Bank reserves the right to reject Payment Orders and other Instructions verified by the Security Procedures in the event Bank identifies a risk of possible fraudulent activity and Bank shall not be responsible for its refusal to act upon any Payment Order or other Instructions based upon the results of Transaction monitoring.

(e) Access Through Third-Party Vendor. In certain instances, Bank may allow Customer to access the System, and other Services accessible to Customer through the System, by signing on through a Third-Party Vendor's internet site without logging in using the Security Procedures (referred to as "**Single Sign-On**" or "**SSO**"). Any SSO will be subject to the Third-Party Vendor's terms of use. In the event Customer accesses the System using SSO, Customer agrees that it has waived use of the Security Procedures to access the System, and that Bank may accept and act upon Instructions received using Security Procedures assigned to Customer following Customer's use of SSO. All use of the System and Instructions submitted subsequent to SSO from a Third-Party Vendor's internet site will be deemed to have been authorized by Customer. Bank is entitled to rely upon, and treat as authorized and binding on Customer, each Instruction sent to Bank through the System by a User using the Security Procedures assigned to a User subsequent to SSO from a Third-Party Provider's internet site.

10. Protection Against Fraud and Unauthorized Transactions. It is Customer's responsibility to

protect: (i) Customer's Account number(s) and other information related to Customer's Account; (ii) any access device or Security Procedures Bank provides for Customer's Account (such as a debit card) or equipment that may allow access to an Account; and (iii) Check stock and other paper Items. An unauthorized person's access to Customer's Account number may alone be sufficient to allow that person to initiate Unauthorized Transactions. Customer acknowledges that there is a growing risk of Losses resulting from Unauthorized Transactions. Bank offers services that help control the risk from unauthorized Items. Additionally, Bank strongly recommends that Customer impose a dual-control environment, maintain up-to-date virus protection software and firewalls, update employee access when employment is terminated or an employee is reassigned, and use a stand-alone personal computer for all online banking and activity for the origination of Payment Orders. If Bank has expressly recommended that Customer implement one or more of the services or controls listed above (or any other Service or control related to fraud prevention that Bank offers after the Effective Date of this Agreement) and Customer either decides not to use the recommended Service or fails to use the recommended Service in accordance with the applicable Service description or other documentation applicable to the Service, Customer will be treated as having assumed the risk of any Losses that could have been prevented if Customer had used the recommended Service in accordance with the applicable Service description or applicable documentation. As a result: (1) Customer will be precluded from asserting any claims against Bank with respect to any Unauthorized Transactions occurring in Customer's Accounts that the product or Service was designed to detect or deter, and (2) Bank will not be required to re-credit Customer's Account or otherwise have any liability for such Unauthorized Transactions.

11. Electronic Statements; Email Communication; Reconciliation; Error Reporting.

(a) Electronic Statements. Customer will notify the Bank immediately upon detection of any incorrect or erroneous transmission, Unauthorized Transaction, dispute, irregularity, signature issues, alterations, discrepancy or other communication or similar

matter (each, an “**Error**”). If Customer has elected to receive statements electronically (“**Electronic Statements**”) for any Accounts used with any Service or has selected a Service that gives Customer access to Account statement and Transaction information, Customer must promptly and regularly access and review each Electronic Statement and accompanying items and other Account statement and Transaction information and immediately notify the Bank in writing of any Error. The Bank may, at the Bank’s option, deliver disclosures, notices and other information to Customer electronically as part of an Electronic Statement or otherwise using the Service. Any applicable time period within which Customer must notify the Bank of Errors, shall begin on the earlier of (a) the date an e-mail is sent notifying the Customer of the availability of the Electronic Statement or other on-line Transaction confirmation or acceptance that first includes the Transaction or item in question, or (b) if the Customer has selected a service that allows Customer access to daily Transaction information, the first date on which the Transaction information or item is available on the System. Customer agrees to notify Bank immediately of any change to the e-mail address to which Electronic Statement notices are to be delivered. Customer should not rely on e-mail to communicate with the Bank immediately – for example, if Customer needs to report an Error from one of its Accounts or if Customer needs to stop a payment that is scheduled to occur. If Customer sends the Bank an e-mail message at the email address provided by Bank for the receipt of such notices, the Bank will be deemed to have received it on the following Business Day. Once received, the Bank will have a reasonable time to act on Customer’s e-mail. Customer agrees that the Bank may respond to it by electronic mail with regard to any matter related to a Service, including responding to any claim of unauthorized electronic funds transfer that Customer makes. Customer acknowledges that unencrypted e-mail is not a secure form of communication and that Customer’s complete Account numbers, tax identification numbers or other confidential information should not be included in any unencrypted e-mail transmissions to the Bank.

(b) Customer Information Review. Customer is responsible for monitoring its use of the Services and all activity in its Accounts with Bank. Information

regarding Transactions with the Services is reported on Customer’s periodic Account statement and is available through any online reporting or inquiry functionality or Services. Depending upon the Services that Customer uses, Customer will have access to Account and Transaction information on a prior day, intraday and/or real time basis. Account and Transaction information changes frequently and is subject to updating, verification and correction. Bank assumes no responsibility for Customer’s reliance on any Account or Service information reported on an intraday or prior day basis that is subsequently updated, verified or corrected. Customer understands and agrees to: (i) regularly review the Account and Transaction information (including Electronic Statements) that Bank makes available to Customer; and (ii) notify Bank as soon as reasonably possible of any Error.

(c) Error Reporting. Customer understands that the nature of certain Transactions and Applicable Laws relating to certain Services require that Customer provide Timely Notice (defined below) of an Error in order to preserve or exercise rights against third parties that may have been the beneficiary of such Error. “**Timely Notice**” is defined as notice provided to Bank: (a) on the same Business Day with respect to any Payment Order (including any electronic funds transfer and any form of real-time payments), (b) the next Business Day for other Transfers, or (c) within fourteen (14) days for any other Instruction, transaction or Service (ninety (90) days in the case of Fees), following the date on which such information is sent by Bank or otherwise made available to Customer. If Customer fails to provide Timely Notice to Bank of any Error, then Customer shall be precluded from asserting such Error against Bank. The Timely Notice requirement does not limit Bank’s or Customer’s rights to attempt to collect on unauthorized or fraudulent Transactions from other banks. Notwithstanding the forgoing, Bank reserves the right, in its sole discretion, to adjust Transaction records for good cause after the expiration of the Timely Notice time periods.

(d) Unauthorized Instructions. **The Customer is solely responsible for all Instructions received by the Bank. If at any time the Customer suspects that an unauthorized Instruction has been made or that Security Procedures assigned to Customer have or**

may have become known to any unauthorized person or party, THE CUSTOMER MUST IMMEDIATELY PROVIDE TELEPHONE NOTICE TO TREASURY MANAGEMENT SUPPORT AT THE PHONE NUMBER INDICATED ON THE "CONTACT US" PAGE AT THE END OF THIS AGREEMENT. BANK MAY REQUIRE WRITTEN CONFIRMATION AS SOON AS POSSIBLE, BUT NO LATER THAN THE END OF BUSINESS DAY, AFTER TELEPHONE NOTIFICATION TO THE ADDRESS AS SET FORTH ON THE CONTACT US PAGE.

12. Limitations of Liability and Indemnification.

Notwithstanding any provisions of this Agreement providing to the contrary, Bank's liability to Customer for failure to exercise ordinary care resulting in a delay in executing, improper execution of, or failure to execute a transaction constituting a Payment Order (as defined in the UCC) shall be limited to an amount equal to interest losses attributable thereto, however, the Bank's liability to Customer for any loss or damage arising from or relating to this Agreement or any of the Services that are outside the scope of Article 4A of the UCC, regardless of the form of action, shall be limited to direct damages attributable to Bank's willful misconduct or gross negligence in performing the Services, and in no event shall Bank be liable for (i) any punitive, indirect, incidental, consequential or special damages or lost profits, even if Bank has been advised of the possibility of such damages, (ii) the acts or omissions of a third party servicer or vendor used by Customer, or any loss, cost, damage or expense incurred by any person or entity in connection therewith, (iii) any loss, cost, expense, or damage to Customer in connection with any Communication Device, System or Customer's use thereof, excepting damages attributable to Bank's gross negligence or willful misconduct, (iv) any interception of any information relating to the Customer or its transactions as a result of (A) Customer communicating information to the Bank, excepting damages attributable to Bank's gross negligence or willful misconduct or (B) use of the Internet or other System, or (v) any other matter, including without limitation, any act or omission by any other financial institution, funds transfer system, or any other third party, or for the inaccuracy or omission in a notice or communication received by Bank from Customer or any other third party. The Bank will be deemed to have exercised ordinary care

if its actions or failure to act have been in conformity with this Agreement, the applicable Security Procedure and the Bank's then current procedures. Bank's liability hereunder for interest excess of the lesser of 1) The loss sustained by the Customer or 2) The amount customer has paid for Fees over the course of the prior 6 months under the terms of this Agreement, except to the extent otherwise required by Article 4A of the UCC or other Applicable Laws. In the event that Customer is entitled to interest on any unauthorized or erroneously executed Payment Order under Article 4A of the UCC, the Bank will not be liable for interest unless Customer notifies Bank in writing that such Payment Order was not authorized or properly executed within twenty (20) calendar days following Customer's receipt of notification either of the acceptance of such Payment Order or the debiting of such order to one of Customer's Accounts losses will be calculated by using a rate equal to the average Federal Funds rate at the Federal Reserve Bank of Chicago

Customer shall indemnify and hold the Bank (including its officers, directors, employees, agents and Processors) harmless from and against any Losses, directly or indirectly, arising out of or related to (a) any claim by a third party alleging that any transaction or other activity contravenes or compromises the rights, title or interest of any third party, or violates any Applicable Laws, court order or other mandate or prohibition ("Claim"), (b) the breach of any representation, warranty, or covenant made by Customer to the Bank in this Agreement or (c) any act or omission in any way relating to or arising out of this Agreement or any Transaction, except to the extent the Claim is caused directly by the Bank's negligence or willful misconduct, failure to act in accordance with Customer's Instructions given pursuant to and in the manner required by this Agreement (provided that reliance, without further investigation, on any oral, telephonic, telegraphic, electronic, or written request, notice, or Instructions believed in good faith to have been given or signed by Customer will in no event constitute bad faith or willful misconduct by the Bank). This Section shall survive termination of this Agreement with respect to acts or omissions occurring during its Term.

13. Recording and Use of Communications. Customer acknowledges and agrees that all telephone

conversations and data transmissions through or using the System or among or between Customer, Bank, and any third parties used by Customer or the Bank and their respective employees and agents and relating to the Services, may be recorded and retained by the Bank and the Bank's third-party service providers by use of any reasonable means.

14. Setoff and Security Interest. In addition to all rights provided by Applicable Laws, Customer agrees that any and all amounts on deposit in any Account maintained by Customer with Bank or any Bank Affiliate may be set off and applied against any liability in any currency Customer owes Bank under this Agreement, and any liability that any Customer Affiliate owes Bank or any Bank Affiliate. Customer further grants Bank a first priority security interest in all Accounts held by Customer now or in the future with Bank or any of its Affiliates to secure payment of any and all obligations under this Agreement; provided that this security interest shall be subordinate to any security interest separately agreed to in writing by Bank.

15. Representations and Warranties of Customer. Customer represents and warrants to Bank that (i) the execution and delivery of this Agreement has been authorized by all necessary corporate and governmental action and does not violate any provision of law applicable to the Customer, or any provision of the Customer's organizational documentation charter, articles of incorporation or by-laws or any other agreement binding upon the Customer, (ii) the officers executing and delivering this Agreement and the Documentation for and on behalf of Customer, are duly authorized to do so, (iii) the Customer and its Transactions will comply with all Laws and the authority granted by Customer to its officers, employees or Vendors executing such transactions, (iv) Customer will engage in Transactions as principal (or, if agreed in writing, including for any Affiliate as provided under the terms of this Agreement, in the form of an annex hereto or otherwise, in advance of any Transaction by the other party hereto, as agent for a disclosed principal), and (v) each of Customer's Transactions has a business or commercial purpose and each Account is maintained by Customer for a business or commercial purpose. Bank, in accepting this

Agreement, is acting and relying upon the foregoing representations and warranties. When Customer and Bank enter into any amendment or supplement to this Agreement, the Customer shall be deemed to re make the above representations and warranties as of the date of each and any such document. Bank has no responsibility with respect to any matter warranted by Customer.

16. Binding Nature and Assignment. This Agreement shall be binding on the Parties and their successors and assigns, but neither Party may assign this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld.

17. Heading and Interpretation. The Schedule and section headings used herein are for reference and convenience only, and shall not enter into the interpretation hereof.

18. Relationship of Parties. The Bank, in furnishing Services to Customer, is providing Services only as an independent contractor. The Bank does not undertake by this Agreement or otherwise to pay, perform or satisfy any obligation of Customer, whether regulatory or contractual.

19. Approvals Consents. Where agreement, approval, acceptance or consent by either Party is required by any provision of this Agreement such action shall not be unreasonably delayed or withheld.

20. Use of Third Parties.

(a) Third Parties and Suppliers. Certain Services are provided by Bank through access and availability of third party networks. Customer agrees that Bank may disclose to any third party any information, including Confidential Information, regarding Customer as necessary to provide any Service and related support to Customer. Bank reserves the right to discontinue the Service or provide the Service through an alternative third party network and shall have no liability should such network become unavailable. Bank shall be entitled to perform any of its obligations and any of the Services offered under this Agreement through third-party subcontractors and/or agents (each, a "**Supplier**") without the assignment or delegation of its rights and obligations hereunder. A third party network that is not hired by

Bank to perform its obligations shall not be considered a Supplier. All expenses associated with hiring a Supplier shall be the responsibility of Bank. The performance of Services through a Supplier shall not relieve Bank of its obligations to perform fully under this Agreement

(b) Customer's Vendors. If Customer hires, employs or engages any third party contractors, processor, a Third Party Service Provider, and/or agents (a "**Vendor**") in connection with any Service, such Vendor will be considered Customer's agent for purposes of the services. Customer shall notify Bank of the name of any Vendor to whom it delegates its duties or responsibilities under this Agreement before that Vendor initiates any transactions or performs an obligation authorized or required under this Agreement. Customer agrees that it shall be solely responsible for ensuring its Vendor complies with Customer's obligations under this Agreement (including the Security Procedures). Customer is bound by all acts and omissions of such Vendor. Customer confirms that it grants authority to those Vendors, whether or not so identified in accordance with this Section, to legally bind Customer with respect to its use of the Services. Customer is liable for (i) Vendor's actual failure to comply with any of Customer's obligations under this Agreement, (ii) all fees, costs and expenses owed to each Vendor for its services on Customer's behalf, and (iii) any claims, damages, costs and expenses incurred by Customer or Bank as a result of Vendor's failure to perform, delay or error in performing services on Customer's behalf. Vendor shall not have any claim against Bank for any Services provided on behalf of Customer. Notwithstanding the foregoing, Customer understands and agrees that Bank may refuse in its sole good faith discretion to accept any Instructions from such Vendor for any reason, but in no event shall Customer or Vendor have a cause of action, legal or equitable, against Bank for such refusal and Customer shall hold Bank harmless for such refusal.

Customer shall provide information, including financial information or information demonstrating the security procedures used by Customer or such Vendor or either such party's compliance with Applicable Laws, which Bank may, in its sole discretion, require from time to time regarding Customer or any Vendor that Customer hires,

employs, or retains in any manner, to initiate transactions or assume any of Customer's duties under this Agreement. Customer understands and agrees that because of the risks involved in certain Services that Customer may utilize, Bank may refuse, in its sole discretion, to provide such Services to Customer if Customer or Vendor retained by Customer does not meet Bank's qualification criteria. Neither Customer nor any other person or entity have the right to rely upon the determination made by Bank nor have a cause of action against Bank for or as a result of Bank's determination. Customer agrees that it shall not allow any third party (including any Affiliates) to use a Service under this Agreement or to process such third party transactions through Customer or its Accounts without Bank's prior written consent.

21. Amendments; Waivers. No delay or omission by either Party to exercise any right or power accruing upon noncompliance or default by the other Party with respect to any of the terms of this Agreement shall impair any such right or power, or be construed as a waiver thereof. The terms and conditions of this Agreement, including, without limitation, the fees to be charged by the Bank to Customer, may be amended or changed by the Bank upon notice, to Customer, of notification of the new terms, conditions or fees. The changes will be effective immediately. At its discretion, the Bank may provide notice of only the changed terms. Notice may be included in any reasonable way which would inform the customer of the change in terms. For example, the notice may be included with or on Account statements, may be delivered as a separate mailing to the address reflected on the customer's bank statement, may be delivered electronically to the any Administrator or may be posted on the login page for the Services. The continued maintenance of Customer's Accounts or the service affected by the change after the effective date of the change indicates Customer's acceptance of the changes or amendments. If notices sent are returned, the change contained in the notice is still effective. No prior notice is required when any change in terms is determined by the Bank to be necessary to the services provided herein or to prevent a loss by the Bank. In such case, the Bank will send Customer notice of the change after the change becomes effective. No amendment or modification of this

Agreement and no waiver of its terms will be valid unless set forth in a writing executed or delivered by the Bank. A waiver by either of the Parties of any of the covenants, conditions, or agreements to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein contained.

22. Entire Agreement. This Agreement (including the Signature Agreement, Business Deposit Account Agreement and Disclosure, exhibits, and Schedules) constitutes the full and complete agreement between Bank and Customer regarding the Services and supersedes any other agreements expressed or implied. There are no understandings or agreements relative hereto which are not fully expressed herein and no change, waiver or discharge shall be valid unless in writing and executed by the Party against whom such change, waiver or discharge is sought to be enforced. This Agreement supersedes any and all previous agreements relating to the Services entered into between Customer and the Bank.

23. Governing Law, Waiver of Jury Trial; Jurisdiction.

(a) Governing Law. This Agreement shall be governed by and construed in accordance with federal law and the laws of the state where your Account was opened, without regard to the conflict of law provisions thereof (the “State”). This is generally the state of the banking office where we opened your Account, but we may transfer your Account to another banking office in the same state or in a different state.

(b) Claims and Disputes Not Submitted to Arbitration. With respect to all Disputes and other claims hereunder that are not submitted to arbitration pursuant to the Arbitration Agreement contained herein (Section 24), **CUSTOMER AND BANK EXPRESSLY AND IRREVOCABLY AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY TO THE EXTENT PERMITTED BY LAW IN ANY MATTER ARISING OUT OF OR RELATED TO THIS AGREEMENT**, and Customer consents to service of process, personal jurisdiction and venue in the state where your Account was opened and waive the right to claim that it is an inconvenient forum. Customer acknowledges that Bank would not have opened or maintained any Account for Customer if this waiver of jury trial were

not part of this Agreement. In those instances where California law governs a Dispute or other claim that is not submitted to arbitration pursuant to the Arbitration Agreement, or the jury trial waiver contained herein shall be held or deemed unenforceable in California, the Dispute or claim shall be referred to a referee in accordance with California Code of Civil Procedure Section 638 et seq., and this general reference agreement is intended to be specifically enforceable in accordance with said Section 638, as amended or replaced from time to time. Pursuant to such judicial reference, each party hereto agrees to the appointment of a single referee and shall use reasonable, good-faith efforts to agree on the selection of a referee. If the parties are unable to so agree, a referee shall be appointed by the court to hear any disputes hereunder in lieu of a jury trial. Each party hereto agrees that the appointed referee shall have the power to decide all issues in the applicable action or proceeding, whether of fact or law, and shall report a statement of decision thereon. Judgment upon the decision rendered by a referee shall be entered in the court in which such proceeding was commenced in accordance with California Code of Civil Procedure Sections 644 and 645, as amended or replaced from time to time. Any party may file an original counterpart or copy of this Section with any court as written evidence of the consent of the parties to the waiver of the right to trial by jury and the agreements contained herein regarding the application of judicial reference in the event of the invalidity of such jury trial waiver.

24. Arbitration Agreement.

(a) Disputes Subject to Arbitration. Customer and Bank agree that upon the election of either of the parties, any dispute relating in any way to Customer’s Account or transactions on the Account, or otherwise arising under this Agreement (a “Dispute”) will be resolved by the dispute resolution procedures described herein, including binding arbitration in accordance with the terms of this Section (the “Arbitration Agreement”). A “Dispute” shall include any dispute, claim or controversy of any kind, whether in contract or in tort, legal or equitable, now existing or hereafter arising, relating in any way to any aspect of this Agreement, Customer’s Account, any transactions therein, and Customer’s deposit relationship with Bank. A “Dispute” also includes any disagreement about whether the terms of this

Arbitration Agreement are enforceable or valid, the meaning of this Arbitration Agreement, and whether a claim or disagreement is a Dispute subject to binding arbitration hereunder. A “Dispute” does not include our collection of a credit obligation.

(b) How to Resolve a Dispute. If a Dispute cannot be settled through informal discussions or negotiation, the parties agree first to try in good faith to settle the Dispute by mediation administered by the American Arbitration Association under its Commercial Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. If a Dispute cannot be resolved informally or through mediation, Customer and Bank agree to submit to binding arbitration as described herein; provided, however, that any party may require that a Dispute be resolved in Small Claims Court if the Dispute and related claims are fully within that court’s jurisdiction. Arbitration may be demanded by either party before the institution of the judicial proceeding, or during a judicial proceeding, but not more than 60 days after service of a complaint, third-party complaint, cross-claim, or any answer thereto, or any amendment to any of such pleadings. Any party who fails or refuses to submit to arbitration following a demand by any other party shall bear all costs and expenses incurred by such other party in compelling arbitration of any Dispute.

(c) Jury Trial and Class Action Waiver. **CUSTOMER UNDERSTANDS THAT DISPUTES SUBMITTED TO ARBITRATION ARE NOT RESOLVED IN COURT BY A JUDGE OR JURY. TO THE EXTENT ALLOWED BY APPLICABLE LAW, CUSTOMER AND BANK EACH AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY AND ANY RIGHT TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE BASIS WITH RESPECT TO ANY DISPUTE ARBITRATED PURSUANT TO THIS ARBITRATION AGREEMENT.** No party hereto shall be entitled to join or consolidate disputes by or against others in any arbitration, or to include in any arbitration any dispute as a representative or member of a class, or to act in any arbitration in the interest of the general public or in a private attorney general capacity.

(d) Governing Rules. Any arbitration proceeding will be:
(i) governed by the Federal Arbitration Act (title 9 of the United States Code), notwithstanding any conflict

choice of law provision in any of the documents between the parties; and (ii) conducted by the American Arbitration Association (“AAA”) in accordance with the AAA’s commercial dispute resolution procedures, unless the claim or counterclaim is at least \$1,000,000.00 exclusive of claimed interest, arbitration fees and costs, in which case the arbitration shall be conducted in accordance with the AAA’s optional procedures for large, complex commercial disputes (the commercial dispute resolution procedures or the optional procedures for large, complex commercial disputes are referred to herein, as applicable, as the “Rules”). Rules and forms may be obtained from the AAA at adr.org or by calling (800) 778-7879 or such other toll-free support phone number as is posted on the AAA’s website from time to time. In any arbitration proceeding, discovery will be permitted in accordance with the Rules. If there is any inconsistency between the terms hereof and the Rules, the terms and procedures set forth herein shall control. Arbitration proceedings hereunder shall be conducted at a location mutually agreeable to the parties, or if they cannot agree, then at a location selected by the AAA in the state of the applicable substantive law primarily governing the Dispute. To the maximum extent practicable, the AAA, the arbitrators and the parties shall take all action required to conclude any arbitration proceedings within 180 days of the filing of the Dispute with the AAA.

(e) No Waiver of Provisional Remedies; Self Help. This Arbitration Agreement does not limit Customer’s or Bank’s rights with respect to, and each party can exercise any lawful rights or use other available remedies to do any the following: (i) preserve or obtain possession of property; (ii) exercise self-help remedies including setoff and repossession rights; or (iii) obtain provisional or ancillary remedies such as injunctive relief, garnishment or attachment; whether before, during, or after the pendency of any arbitration proceeding. This paragraph does not constitute a waiver of the right or obligation of any party to submit any Dispute to arbitration hereunder, including those arising from the exercise of the actions detailed in this paragraph; however, the arbitrator will have no right or power to enjoin or restrain any party.

(f) **Arbitrator Qualifications and Powers.** Any arbitration proceeding in which the amount in controversy is \$5,000,000.00 or less will be decided by a single arbitrator selected according to the Rules, and who shall not render an award of greater than \$5,000,000.00. Any Dispute in which the amount in controversy exceeds \$5,000,000.00 shall be decided by majority vote of a panel of three arbitrators; provided however, that all three arbitrators must actively participate in all hearings and deliberations. Every arbitrator shall be a neutral practicing attorney or a retired member of the state or federal judiciary, in either case with a minimum of ten years' experience in the substantive law applicable to the subject matter of the Dispute. The arbitrator shall have the power to award recovery of all costs and fees, to impose sanctions and to take such other action as the arbitrator deems necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the applicable state rules of civil procedure, or other Applicable Laws. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. No arbitrator or other party to an arbitration proceeding may disclose the existence, content or results thereof, except for disclosures of information by a party required in the ordinary course of its business or by Applicable Laws or regulation.

(g) **Conflicts; Survival.** If more than one agreement for arbitration by or between the parties potentially applies to a Dispute, the arbitration provision in the document that is most directly related to the subject matter of the Dispute shall control. This Arbitration Agreement shall survive the closing of any Account(s) and the termination, amendment, or expiration of any Service or this Agreement or any relationship between the parties.

25. Compliance with Applicable Laws. Customer represents, warrants, and covenants to the Bank that: (a) at the time each Transaction request (or any related adjustment, reversal or stop payment or posting requested or initiated by Customer) or any cancellation is executed, made or transmitted by the Bank, the information regarding it provided by Customer to the Bank is accurate and complies with the format and content specifications of the applicable funds transfer system rules and this Agreement, (b) if a transaction request requires the

authorization of a third party, Customer will keep a copy of any required authorizations on file and make them available to the Bank upon request, (c) each transaction request initiated by Customer is in compliance with the Applicable Laws, including, without limitation, economic sanctions maintained by the United States Treasury Department's Office of Foreign Asset Control. Without limiting the generality of the foregoing, Customer agrees to be bound by the Operating Rules of Nacha and Subpart B of Federal Reserve Board Regulation J, as applicable and in effect from time to time. If the accounts to be debited and credited by a Transaction are both maintained by the Bank, the intra-bank transfer or related cancellation may be made by a book transfer rather than through a funds transfer system. If a Transfer request or cancellation relates to or is part of a Transaction, portions of which are subject to the Electronic Funds Transfer Act of 1978 and Federal Reserve Board Regulation E (the "**EFTA Act**"), as may be in effect from time to time, all actions and disputes between Customer and the Bank concerning that transfer or cancellation request shall be determined pursuant to Article 4A of the Uniform Commercial Code, except to the extent the EFTA Act otherwise requires. Customer agrees that its breach of this Agreement may cause irreparable injury to the other party, and agrees that the other party shall be entitled to seek temporary and preliminary injunctive relief in a court of competent jurisdiction, without the necessity of proving actual damages or posting a bond, to prevent such violation

26. Bank's Right to Audit. Upon Bank's request, Customer agrees to: (a) provide Bank with the records Customer maintains with respect to Customer's use of the Services as required by Applicable Laws and this Agreement; (b) provide Bank with internal and external audit reports relating to Customer's use of the Services and Customer's information technology infrastructure and operational processes and procedures; (c) provide Bank with such financial information and statements and other documentation Bank reasonably determines to be necessary or appropriate to enable Bank to evaluate its exposure or risk; and (d) permit Bank (including its regulators and auditors) reasonable access to the locations where Customer uses any of the Services during normal business hours to audit Customer's (including Customer's Vendors')

compliance with the terms of this Agreement and Applicable Laws. Customer will cooperate with any such audit and provide, at Customer's expense, any information or documents as may be reasonably requested by Bank in the course of such audit. Customer shall provide Bank with any information necessary to conduct such audit (e.g. receiver authorizations, policies, procedures, etc.) within 10 calendar days from a date of a written request.

27. Force Majeure. Notwithstanding any other provision of this Agreement, the Bank shall not be liable for delays or failures in the performance or completion of any of its obligations under or with respect to this Agreement beyond its reasonable control, including without limitation, delays or failure directly or indirectly caused by fire, flood, storm, earthquake, strikes, lockouts, labor difficulties, sabotage, war, insurrection, military operation, national emergency, mechanical, electrical or computer system breakdown, riot or civil commotion; failures of transportation, communications or power supply; any regulation, order, requisition, request or recommendation of any governmental agency or acting governmental authority or the Bank's compliance therewith; or other acts of God or causes beyond Bank's reasonable control, whether similar or dissimilar to the foregoing.

28. Notices. Except as otherwise provided in this Agreement, all notices concerning the administration of the terms of this Agreement between Customer and Bank (e.g., termination, breach, or waiver of rights) that are sent by either Customer or Bank shall be in writing and, if to Customer, addressed to Customer's primary mailing address as shown on Bank's records at such time, and if to Bank, at the address(es) of the Bank set forth on the "Contact Us" page at the end of this Agreement, or at such other address as Bank may specify in writing from time to time. Any such notice will be effective either on the date it is actually received by the receiving party or five (5) days after it is mailed by first class mail whichever is earlier; provided, however, that any notice sent by Customer terminating this Agreement or a Service shall be rendered ineffective if Customer uses or avails itself of any such terminated Service after the date of termination contained in any such notice.

Notwithstanding the forgoing requirements, Bank may amend the terms of this Agreement (including the fees and pricing or any other terms in this Agreement) by providing electronic notice to Customer, and such notice may include posting the terms of such amendment or full terms of a new Agreement on the Bank's System for such Services or email notice to the email address on file with Bank at the time such notice of amendment is provided. Additionally, Customer and Bank each acknowledge and agree that certain notices and communications, as specifically set forth in this Agreement or the Documentation, concerning the operation of Services and the communication of Transaction and other information with respect to the Services and Accounts, may be provided by the Customer or the Bank to the other party by telephone, fax or electronic transmission (including e-mail) in accordance with the information provided by the receiving party. Any such notice or communication provided by fax or electronic transmission will be effective upon transmission thereof to the receiving party, and any such notice given by telephone will be effective upon the receiving party's receipt thereof. Unless specifically stated otherwise, each party may rely on such notices or communications given by fax or electronic transmission as though they are originals. Notwithstanding any terms in this Section to the contrary, any addition, deletion or change to any Documentation or Services requested by the Customer must be submitted in a form acceptable to the Bank, and no such requested addition, deletion or change will become operative or effective until the Bank confirms to Customer that such addition, deletion or change has been implemented, which the Bank agrees to do within a reasonable period of time.

Each party is entitled to treat as authentic any notice, communication or Instructions believed by it in good faith to be genuine or to have been signed or authorized by an Authorized Person(s) of the sending party

29. Confidential Information. Bank acknowledges that it may obtain or have access to non-public personal information regarding Customer or its customers, and agrees to (i) maintain the confidentiality, integrity and security of such information, (ii) use such information only for the purposes set forth in this Agreement and the Account Agreement,

including without limitation for the performance of its obligations and exercise of its rights hereunder, (iii) disclose such information only to its employees, Affiliates, agents, auditors, accountants, attorneys and regulators, and only as necessary to perform its obligations and exercise its rights hereunder, or as otherwise permitted by law, and (iv) maintain physical, technical, procedural and administrative controls and safeguards reasonably designed (taking into account the nature and circumstances of Bank business) to ensure the security, integrity and confidentiality of such information, and to protect against any anticipated threats or hazards to the security or integrity of, or unauthorized access to, such information.

30. Notice of Funds Transfers; Provisional Credits. The periodic Account statements and/or electronic reporting information, if subscribed to by Customer, provided to the Customer by the Bank will notify the Customer of funds transfer payments received by Bank for credit to one or more Accounts. Customer agrees that Bank will not be required to provide to Customer any other notice of such receipt of payments. All credits to any Account for funds transfers are provisional until Bank receives final settlement for the funds according to the rules of the funds transfer system by which such funds have been transmitted. Customer acknowledges and agrees that if Bank does not receive such final settlement, Bank is entitled to a refund and may debit the Account in the amount of such funds transfer credited to such Account.

SCHEDULE 2 : INTERNET BANKING SERVICES

1. **System Access.** Customer may elect to use a Service and communicate with Bank with respect to such Service using one of Bank's Internet Banking Services (or "**IBS**"). Internet Banking Services may include from time to time when offered by Bank for a particular Service include, but are not limited to, Services such as Online Banking, Remote Check Processing, direct transmission (e.g., FTP), SWIFT or other payment network or association. IBS shall be deemed a "System" as defined in this Agreement. completing the required testing, and upon notice from Bank, Customer may communicate instructions and other information, enter into Transactions and access certain Services as described in within this

Agreement, by accessing IBS as assigned to or made available by Bank and selected by Customer for such Service. The IBS with respect to a Service may be mentioned within the Service Schedule or Set Up Form and more than one IBS may be available for such Service. Customer and Bank agree that each IBS shall be considered a System under the terms of this Agreement and any applicable Schedule. Bank offers multiple methods for accessing IBS, including through the Mobile App and through a web browser ("Web Browser"). Customer may request to communicate with the Bank by sending messages via one of the Systems that Bank offers and supports for the use of the Services from time to time. These messages may include Instructions with respect to the Services (including Payment Orders), payment advices, and information reporting. Customer agrees to not send Instructions or other messages to the Bank that are not part of the Documentation or Service and will not send notices regarding the administration of this Agreement as set forth in Schedule 1. Customer agrees to comply with any applicable rules applicable to the type of IBS. Customer agrees with and authorizes Bank to debit and credit the applicable Account to provide the Services, and to execute the Instructions in connection with Customer's use of the IBS and such Service. The Services available through each of these methods may be limited. Not all IBS services are available from mobile devices and some IBS services may not be available from mobile devices that do not meet the hardware and software requirements established by Bank from time to time. At the discretion of Bank, IBS access via the Mobile App may not be available for certain types of Accounts, or Services due to security concerns or due to other Account restrictions.

2. **Security Procedures.** Customer agrees to comply with the Security Procedures required for each IBS. Customer acknowledges that the security procedures are for the verification of authenticity and not to detect errors in Transactions or Instructions. Customer warrants that no Authorized Person will be allowed to initiate Transfers without proper supervision and safeguards and agree to take all reasonable steps to maintain confidentiality of security procedures and any related security features.

Customer agrees to designate Authorized Persons to

act on Customer's behalf, who shall have authority to authorize all action necessary in the use of IBS or other System. Any Administrator or other Authorized Person authorized by an Administrator may designate the access and authority of Authorized Persons. Customer agrees that the Bank shall not be under a duty to inquire as to the authority or propriety of any Transaction made by Authorized Persons. Bank shall be entitled to act upon the Instructions of any person whom the Bank reasonably believes to be an Authorized Person, whether or not Customer has authorized such Instructions when received through IBS or other System. The Bank shall not be liable for any Losses arising out of any such Instructions.

Customer further agrees that the Bank will not be responsible or liable to Customer in any way if information is intercepted by an unauthorized person, either in transit or at Customer's place of business. Customer agrees to: (1) keep Customer's password(s) secure and strictly confidential, providing password(s) only to Authorized Persons on Customer's Account(s); (2) instruct each person to whom Customer gives password(s) that he or she is not to disclose it to any unauthorized person; and (3) immediately notify the Bank and select a new password(s) if Customer believes a password may be known to an unauthorized person.

BANK WILL HAVE NO LIABILITY TO CUSTOMER FOR ANY UNAUTHORIZED PAYMENT OR TRANSFER MADE USING CUSTOMER'S PASSWORD(S) THAT OCCUR BEFORE CUSTOMER HAS NOTIFIED BANK OF POSSIBLE UNAUTHORIZED USE AND BANK HAS HAD REASONABLE OPPORTUNITY TO ACT ON THAT NOTICE. Bank may suspend or cancel Customer's password(s) even without receiving notice from Customer, if Bank suspects a password is being used in an unauthorized or fraudulent manner.

Customer acknowledges receipt of the Security Procedures for IBS and agrees that they are considered commercially reasonable Security Procedures as set forth in this Agreement for the instructions, Transactions, communications and Services accessed by Customer using IBS. Customer agrees to be responsible for each request, Transaction, or other communication initiated using the Security Procedures issued by Bank to Customer.

3. **Customer Requirements.** In connection with Customer's use of IBS, Customer must use a Web Browser or Mobile App, hardware, software and encryption that complies with the Bank's specifications therefore, which may be specified by Bank from time to time in the Documentation. Bank recommends that Customer have appropriate security measures for Internet use, including a proxy server and/or firewalls to control and protect Internet access. In no event will Bank have any liability in connection with and shall not be responsible for (i) inability to connect to or use IBS or any Service via the Internet or inability to communicate with Bank via the Internet or any website resulting from a problem with an Internet service provider or online service provider, failure of Customer's systems or otherwise, (ii) unknown hazards of Internet use, including, but not limited to interception of any information relating to Customer or its Transactions, which may include, but not be limited to, the use of spyware or "man in the middle" interception of information, or any application errors in or security breaches of any Internet browser, or (iii) any data that is lost or destroyed in connection with Customer's use of IBS.

Customer will (a) manage and administer the security of all communications from Customer to Bank, (b) designate employees of Customer authorized to use IBS to access information or transact business on behalf of Customer, (c) create user profiles, (d) enable or disable user identification, (e) enable, disable, or distribute access mechanisms, and (f) complete, execute, and modify any forms or Service-related Documentation deemed necessary by Bank to provide IBS. Bank may rely on all designations made by Customer until such time as Bank receives notice that such designations have been changed. Bank is not responsible for detecting errors in transmissions made by Customer using IBS

SCHEDULE 3: ELECTRONIC INFORMATION REPORTING

In connection with the Electronic Information Reporting Service (the "**Reporting Service**"), Bank will collect certain information with respect to Accounts (and/or accounts maintained with other financial institutions), the Service provided under this Agreement and Transactions involving Accounts, and Bank will make such information available to Customer to be viewed electronically via an IBS or transmitted electronically, all as more specifically

elected by Customer and described in the Documentation.

1. Balance and Transaction Electronic Transmission.

Customer may elect to receive or have the Bank send Account balance and Transaction activity information reporting via electronic transmission directly to Customer or through other Systems offered by Bank from time to time as described in the Documentation; which may include, but not be limited to, SWIFT and elected by Customer in the Documentation. The Bank is not responsible for the content of balance or Transaction information received from third parties, even if such content or information is provided by Bank through a System.

2. Electronic Statements and Regulatory Information.

Customer may elect to receive Account statements, account analysis and other information relating to Account activity or services, Transactional activity and/or Services used with the Bank and/or its Affiliates ("**Statements**") electronically. Statements with respect to which Customer opts for electronic delivery ("**Electronic Statements**") will be selected by Customer on the Documentation. By selecting electronic delivery of Statements, Customer consents both to electronic delivery of such Statements and to electronic delivery of regulatory information that the Bank or its affiliates would typically include in mailings of paper Statements, such as mandated disclosures ("**Regulatory Information**"). Electronic Statements and Regulatory Information will be made available for viewing and printing through Customer's access via IBS or other System. Bank will make the Electronic Statements available after the Account's Statement cycle. The Bank recommends that Customer enroll for email notifications offered through IBS in connection with Electronic Statements, which provide notice to the Customer that the Electronic Statements are available for viewing, however, the Bank will have no liability or responsibility for any failure or delay in such email notifications being provided. **Selecting electronic delivery of Statements and Regulatory Information will result in only electronic delivery (and NO paper delivery) thereof.** Customer represents and warrants that it has the ability to receive, access and view the Electronic Statements and Regulatory Information by using IBS or other System and acknowledges that Customer's receipt of the Electronic Statements and Regulatory Information is subject to the terms of Schedule 2 of this Agreement. Notwithstanding the foregoing, the Bank may, at its option, deliver paper Statements and/or Regulatory Information at any time.

In addition, Customer may request a paper Statement and/or Regulatory Information by contacting Customer's service representative. A fee may apply for such Customer requests. Email and IBS shall constitute a "**System**" and Electronic Statements shall constitute a "**Service**" for purposes of this Agreement.

3. Updating Information. Customer understands that certain information available to it in connection with the Electronic Information Reporting Service is updated periodically and therefore, at any point in time may not reflect the information on Bank's records at such time, as more fully described in the Documentation. Customer acknowledges and agrees that the Electronic Information Reporting Service does not include any recommendation, guaranty, representation or warranty whatsoever by the Bank. Bank shall not be responsible for errors in, or delays regarding, information provided to Bank by other financial institutions or other non-Bank sources. Customer understands and acknowledges that balances on all accounts and other information will be reported by Bank in United States Dollars (USD), regardless of whether the source Account or information is maintained in USD or other currency.

SCHEDULE 4: REMOTE CHECK PROCESSING

- 1. Background.** Under the terms of this Schedule, Bank offers Customer the ability to remotely deposit checks to an Account, including through IBS, (or other online System as offered from time to time) the use of Scanner Equipment, (defined below) or through a Mobile App (collectively, the "**Remote Deposit Services**" or "**Services**") or through the use and delivery of an X9.37 file. Bank will notify Customer if and when the Remote Deposit Services become available for use.
- 2. Customer Obligations.** Customer represents and warrants that with respect to each Check processed by Customer hereunder and the corresponding Electronic Item: (i) the Electronic Item is a digitized image of the front and back of the Check and accurately represents all of the information on the front and back of the Check as of the time Customer converted the Check to an Electronic Item; (ii) the Electronic Item contains all endorsements applied by parties that previously handled the Check in any form for forward collection or return; and (iii) the Electronic Items are submitted with all transfer and

presentment warranties made under Applicable Laws and the Account Agreement.

3. Definitions. For purposes of this Schedule 4, the terms below are defined as follows:

a. "Authorized Equipment" means equipment that has been approved by Bank for use with the Software and Service to scan Checks for deposit, and which may include a Mobile Device.

b. "Check" means a draft that is payable on demand, drawn on or payable through or at an office of a United States Financial Institution, whether negotiable or not, U.S. Treasury Checks, money orders and travelers cheques, and payable or endorsed to Customer, and specifically does not include any Ineligible Items. Note: Bank processing of items that do not meet this definition shall not constitute a waiver by Bank or obligate it to process nonconforming items in the future. Bank may discontinue processing of nonconforming items at any time, without cause or prior notice.

c. "Electronic Item" means a digitized image of a Check, an Image Exchange Item, or any other electronic version of a Check or other electronic item (such as items processable through the automated clearinghouse (ACH) system) approved by Bank for processing through the Services. Bank reserves the right to review and approve any Electronic Items that are designed in the future.

d. "Image Exchange Item" means a digitized image of a Check cleared and settled directly with a Payor Financial Institution without conversion to a Substitute Check.

e. Ineligible Items: means each of: Checks that are not payable to you or third party checks (checks not payable to the legal business name and/or trade name for the business checking account where the funds are being deposited); Checks or items containing obvious alteration to any of the fields on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn; U.S. savings bonds and other non-check items, Items drawn on banks outside the U.S., Items drawn in a foreign currency, paper draft without MICR printing, remotely created checks, Checks drawn against a line of credit; and substitute checks.

f. "Payor Financial Institution" means the United States Financial Institution ordered in a Check to make payment to the payee(s) named on the Check.

g. "Regulation CC" means 12 C.F.R. Part 229, as it

may be amended from time to time.

h. Scanner Equipment means the scanner identified in the

Documentation for use with the **Services**.

i. "Substitute Check" means a paper reproduction of a Check that satisfies the requirements and definition of "substitute check" set forth in Regulation CC.

j. "United States Financial Institution" means (i) a bank chartered by any state government located in the United States or under the National Bank Act any person; (ii) a Federal Reserve Bank; (iii) a Federal Home Loan Bank; and (iv) to the extent it acts as a payor, the U.S. Treasury or the U.S. Postal Service.

4. SERVICE TERMS AND CONDITIONS

1. Bank's Responsibilities.

- a. As part of the Services, Bank will accept for deposit to the designated Account those Electronic Items that are transmitted to Bank in compliance with this Agreement and this Service Schedule. Electronic Items shall be deemed received upon successful receipt of the transmission of such images that are complete, usable, and adhere to the specifications set forth in the Documentation. If the Electronic Items are not complete, are not useable, or do not adhere to such specifications, the images may not be processed by Bank, in which event Customer's deposit will be adjusted and notification will be provided. Customer agrees that the Bank may limit the dollar amount or number of Electronic Items that may be deposited on any day or a monthly basis, and that such limits may differ depending on the Authorized Equipment used by Customer.
- b. For all Electronic Items processed by Bank for Customer pursuant to the Services, Bank may act as the reconverting bank, converting digitized images of Electronic Items into Substitute Checks and presenting the Substitute Checks to established endpoints for payment.
- c. Bank will provide Customer an e-mail notification of Customer's transmission of Electronic Items as outlined in the Documentation; provided, that Bank shall have no liability for any failure or delay in providing such notification.
- d. Customer's Electronic Items will be processed after Bank has received Customer's transmission of the Electronic Items and verified that the

specifications are met as required above. Unless Bank notifies Customer otherwise, Bank will provide same day credit to the Account for all Electronic Items transmitted by Customer and received by Bank in accordance with the requirements of this Agreement and the Documentation, and prior to the Cut-Off Time established by Bank; which may be modified by Bank from time to time.

- e. If a Payor Financial Institution returns an Electronic Item to Bank, Bank will charge the Account for the amount such returned item, and may either (i) return the item to Customer, or (ii) re-present it to the Payor Financial Institution before returning it to Customer. Electronic Items may be returned as Image Exchange Items, rather than Substitute Checks, as agreed by the parties. If a Payor Financial Institution or other third party makes a claim against Bank or seeks a re-credit with respect to any Check processed hereunder, Bank may provisionally freeze or hold aside a like amount in the Account pending investigation and resolution of the claim.
- f. Bank may suspend immediately the Services or the processing of any Check or corresponding Electronic Item if Bank has reason to believe that there has been a breach in the security of the Services, fraud involving Customer's Account or such Check, or any uncertainty as to the authorization or accuracy of Electronic Items. Bank reserves the right at any time to process Electronic Items on a collection basis.

2. Customer Responsibilities.

- a. Customer is solely responsible for the quality, completeness, accuracy, validity and integrity of the image. Customer is solely responsible if Customer, intentionally or unintentionally, submit fraudulent, incorrect or illegible images to Bank or if Mobile Deposit is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable images to Bank.
- b. Customer will implement Security Procedures so that no individual will be allowed to initiate electronic transmissions or submit Electronic Items using the Services without proper authorization, supervision, and safeguards, and agrees to take all reasonable steps to maintain

the confidentiality of the Security Procedures and any related security features.

- c. Customer may use only Authorized Equipment in connection with the Software. Unless otherwise provided in an addendum to this Agreement or in a separate agreement, Customer, and not Bank, shall be responsible for ordering, obtaining and maintaining all Authorized Equipment.
- d. Customer will use the Authorized Equipment and the Services, including the entering, processing and transmittal of items, in accordance with the Documentation. Without limiting the foregoing, Customer will comply with all Security Procedures described in the Documentation, and will not bypass, override or disable any security mechanisms in the Authorized Equipment or Services. Customer will be responsible for cost of equipment and/or replacement of such, if authorized equipment is damaged due to negligence on their part.
- e. Customer will ensure that no financial institution (depository, collecting or payor), drawee, drawer or endorser with respect to a Check processed by Customer will receive presentment or return of, or otherwise be charged for, the Check, corresponding Electronic Item, and/or other paper or electronic representation of the Check such that such person will be asked to make payment based on an item that it already has paid.
- f. Customer will retain each Check for a reasonable period of time, but in no event fewer than 30 days after such Check has been digitized and processed. Customer will store the Checks in a secure container located in an area that restricts the possibility that the non-public information contained in the Checks can be accessed by unauthorized persons, or that the Checks could be accidentally reprocessed and deposited at a future date. Customer will promptly provide any retained Check (or, if the Check is no longer in existence, a sufficient copy of the front and back of the Check) to Bank as requested to aid in the clearing and collection process or to resolve claims by third parties with respect to any Check. Subsequent to the aforementioned retention period, but no later than 60 days after processing, it is the responsibility of Customer to destroy the original Checks in a manner that will prevent the disclosure of the non-public information (e.g.

Account numbers) contained in the Checks and prevent redeposit.

- g. In the event of lost, mistaken, incomplete or unusable Electronic Items, or in the event of claims of fraud, alteration, counterfeit or otherwise, Customer shall cooperate fully with Bank in providing information, including access to such records.
 - h. In the event that communication, equipment or software outages prevent Customer from electronically transmitting Electronic Items to Bank, whether or not the fault of Customer, Bank, or a third party, the Customer will physically transport Checks and deposits to the closest office of Bank and make such deposits until such time that the outage can be identified and resolved. Customer agrees to bear all of its expenses associated with this contingency plan.
 - i. Upon request, Customer will grant Bank the opportunity to conduct audits of Customer's compliance with this agreement. Such audits may include, when appropriate, onsite evaluations of Customer's physical and information security controls. In the event Customer security controls do not meet commercially reasonable standards, Bank reserves the right to provide notice to Customer immediately terminating the Service.
 - j. If a file contains items ineligible for the service, the Bank will reject those items, i.e.: illegible checks, foreign checks, items previously converted to Substitute Checks, unreadable MICR, etc. The Bank will notify Customer of any such exception items when they occur.
- 3. Requirements:** Each Check image must provide all information on the front and back of the original Check at the time presented to Customer by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the original Check, MICR information, signature(s), any required identification written on the front of the original Check and any endorsements applied to the back of the original Check. The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.

4. Endorsements and Procedures: Customer agrees to restrictively endorse any items transmitted through the Service as "For Remote Deposit Only to *"Insert Bank Name"*" or "For Mobile Deposit Only" or as otherwise instructed by Bank. If Customer does not endorse deposits as requested, Customer's item may be rejected. If Customer's deposit is rejected Customer will not be able to resubmit the deposit via Remote Deposit and must deposit it at a branch location. Customer agrees to follow any and all other procedures and Instructions for use of this Service as the Bank may establish from time to time. Any loss that Bank incurs from a delay or processing error resulting from an irregular endorsement or other markings by Customer will be Customer's responsibility. The Bank has no responsibility or liability for any fees incurred due to the rejection of transmitted items for missing/incomplete endorsements.

5. Receipt of Deposit: All images processed for deposit through Mobile Deposit will be treated as "deposits" under Customer's current Deposit Account Agreement and Disclosure with us and will be subject to all terms of the Deposit Account Agreement and Disclosure. When we receive an image, we will confirm receipt via email to Customer. We shall not be deemed to have received the Electronic Item for deposit until we have confirmed receipt to Customer by email. Confirmation does not mean that the image contains no errors. Bank is not responsible for any image that Bank does not receive. Following receipt, Bank may process the image by preparing a Substitute Check or clearing the item as an image. Bank reserves the right, at Bank's sole and absolute discretion, to reject any Electronic Item for remote deposit into Customer's Account. Customer should check the status of Customer's items within Online Banking.

6. Original Checks: After Customer receives confirmation that Bank has received an image, Customer must securely store the original Check for 30 days after transmission to us and make the original Check accessible to us at Bank's request. Upon our request from time to time, Customer will deliver to us within 3 business days, at Customer's expense, the requested original Check in Customer's possession. If not provided in a timely manner, such amount will be reversed from Customer's Account. Within 60 days

of deposit, Customer must destroy the original Check **by destroying it by cross-cut shredding or another commercially acceptable means of destruction.** After destruction of an original Check, the image will be the sole evidence of the original Check. Customer agrees that Customer will never re-present the original Check. Customer understands that Customer is responsible if anyone is asked to make a payment based on an original Check that has already been paid.

7. Limitation on Liability; Indemnification. In addition to other limitations on Bank's liability in this Agreement, in no event shall Bank be liable for (i) any data that is lost or destroyed in connection with the use of the Services, Software or transmitting a File, Checks or Electronic Images to Bank, (ii) the Customer's inability to use the Services, Software or transmit a File to Bank due to a mechanical failure of the Customer's hard drives, personal computers, servers or other systems or hardware, (iii) the Customer's inability to communicate with Bank via the Internet resulting from a problem with an Internet Service Provider or Online Service Provider or otherwise or any files or transmissions not received by Bank, or (iv) unknown hazards of Internet use, including, but not limited to interception of any information relating to the Customer or its Transactions. Bank recommends that the Customer have appropriate security measures for Internet use, including, a proxy server and/or firewalls to control and protect Internet access. Customer acknowledges that in addition to any other damages Bank may be entitled to collect from Customer under this Agreement this Schedule or Applicable Laws, Bank will be entitled to consequential damages for Customer's breach of its obligations set out in the Customer Obligations section of this Schedule, including Customer's obligation to securely safe keep and subsequently destroy the Checks which Customer deposits through the Service. Bank strongly recommends that the Customer take the necessary measures to ensure that the Customer performs daily back-ups of data used in connection with the Services. In addition to its indemnification obligations elsewhere in this Agreement, Customer agrees to indemnify and hold Bank harmless from and against any and all Losses relating to or arising in connection with Bank accepting and/or processing for deposit any Check based on electronic Images and

MICR Data in File received by Bank, including, without limitation any missing or improper endorsement or endorsement by Bank of any such Check or Substitute Check as contemplated by this Agreement, any Losses due to an accepted Check having previously been paid or any check or item not properly payable to Customer; provided, however, that Customer shall not be obligated to indemnify Bank for claims, losses or damages attributable to Bank's gross negligence or willful misconduct. This indemnity will survive the termination of this Agreement.

8. Representation and Warranties.

BANK DOES NOT WARRANT THAT THE USE OF THE SERVICES, SCANNER PRODUCT OR MOBILE APP WILL BE UNINTERRUPTED OR ERROR FREE. CUSTOMER EXPRESSLY AGREES THAT IT SHALL HAVE NO CLAIM OR CAUSE OF ACTION AGAINST BANK OR ANY PROCESSOR, AND BANK SHALL HAVE NO LIABILITY WHATSOEVER TO CUSTOMER, FOR ANY BREACH BY ANY MANUFACTURER OF ANY MANUFACTURER'S WARRANTY AVAILABLE FOR THE SCANNER EQUIPMENT OR MOBILE APP.

9. Returned Deposits

Any credit to Customer's Account for Checks deposited using Mobile Deposit is provisional. If original Checks deposited through Mobile Deposit are dishonored, rejected, returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the image, Customer agrees that an original Check will not be returned to Customer and that we may charge back the amount of the original Check and provide Customer with an image of the original Check, a paper reproduction of the original Check, or a Substitute Check. Customer will reimburse Bank for all Losses caused by, or relating to, the processing of the returned item. Without Bank's approval, Customer shall not attempt to deposit or otherwise negotiate an original Check if it has been charged back to Customer. Bank may debit any of Customer's Accounts to obtain payment for any item that has been rejected or returned, for any adjustment related to such item or for any warranty claim related to such item, whether or not the rejection, return, adjustment or warranty claim was made timely. **Unless otherwise agreed in writing by Bank and Customer, Bank will process any returned Electronic Items as described in Section 229.31 of Regulation CC.**

10. Funds Availability

Funds from using the Services are not available for immediate withdrawal and are subject to the Bank's Funds Availability Policy. Electronic Items are considered deposited with Bank after they have been received and processed pursuant to the terms of these Remote Deposit Services.

11. Holds on Deposits. In addition to any other rights Bank may have with respect to Customer's Accounts, Bank may hold and use funds in any Customer Account following termination of this Agreement and these Services for such time as Bank reasonably determines that any Electronic Item processed by Bank prior to termination may be returned, charged back or otherwise cause Losses or other action for which Bank may be responsible. Without limitation of the forgoing, Customer acknowledges that under Regulation CC, the UCC, and the Rules of any Network that the Image Exchange Items and Substitute Checks may expose the Bank to claims for several years following the processing of an Image Exchange Item or Substitute Check.

Schedule 5: Business Bill Pay

You may use Business Bill Pay (the "Bill Pay Service") to direct Bank to make payments from your designated checking account to the Payees (anyone you designate to pay and, Bank chooses to accept, as a recipient of a bill pay transaction).

1. Administration and Authorized Persons. The Administrator will be granted access to Business Bill Pay. The Administrator may request Business Bill Pay access for additional Authorized Persons. Access rights for Authorized Persons may be modified by the Administrator once the Authorized Persons are granted access in Business Bill Pay. The Administrator will select desired levels of authority for each Authorized Person.

2. Managing Payees. Authorized Persons are permitted to add a new payment to a Payee by accessing the service and entering the appropriate information or add a new Payee. The Bank reserves the right to refuse the designation of a Payee for any reason. You may pay any Payee within the United States (including U.S. territories). The Bank is not responsible for payments that cannot be made due to incomplete, incorrect, or outdated information.

3. Bill Payment Daily Limits and Restrictions. Transfer Limitations: All services and transfers offered through this Agreement may incorporate restrictions on the dollar-value of transactions. The maximum daily limits are subject to review and may be changed at any time by Bank in its sole discretion. Customer can request the limit be reviewed at any time. Bank may restrict the type of payments that the Customer may originate.

4. Payment Processing Dates. Business Bill Pay functions on a "Due Date Model" wherein you will select the due date for your payment and Business Bill Pay will calculate the appropriate processing date based on whether your Payee is designated to receive payment electronically or by check. The system will display a calendar indicating the soonest available due date for your desired payment. Payments made electronically will result in a debit to your account on the due date. Draft checks are encoded with your account number and your account will not be debited until the check has been presented for payment by the Payee. The Cut-off time for scheduling of payments is on the business day immediately preceding the processing day.

5. Recurring Payments. When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a processing date is calculated for the next occurrence of the payment. If the calculated processing date is a non-business date (generally weekends and certain holidays), it is adjusted based upon the following rules: If the recurring payment "Pay Before" option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date prior to the calculated processing date. If the recurring payment "Pay After" option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date after the calculated processing date. The system will calculate the Estimated Arrival Date of your payment. This is only an estimate, so please allow ample time for your payments to reach your "Payees." **Note:** If your frequency settings for the recurring payment specify the 29th, 30th, or 31st as a particular day of the month for processing and that day does not exist in the month of the calculated processing date, then the last calendar day of that month is used as the calculated processing date.

6. Cancelling a Payment. A bill payment can be changed or cancelled any time prior to the cutoff time on the scheduled processing date. Once processed, you may not cancel or stop bill or payroll payments delivered electronically. You may place a stop payment on bill payments issued by check by contacting the Bank before the check is presented for payment. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

7. Available Funds. Bank reserves the right to refuse or cancel any payment(s) if the full dollar value of any individual payment or of all outstanding payments submitted for processing is not fully supported by collected available balances at any point from the time the payment(s) is scheduled until funds are deducted from the Customer account.

8. Security Procedures. Customer acknowledges and agrees that it has received and reviewed the Security Procedures offered by Bank that apply to the Bill Payment Service and that Customer's use of the Bill Payment Service constitutes the Customer's acceptance of those Security Procedures as commercially reasonable, and subject to the terms Schedule 1 of this Agreement addressing Security Procedures.

9. 9. Unauthorized Bill Payment Requests. The Customer is solely responsible for all Bill Pay Service requests received by the Bank. If at any time the Customer suspects that an unauthorized Bill Pay Service request has been made or that Security Procedures have or may have become known to any unauthorized person or party, **THE CUSTOMER MUST IMMEDIATELY PROVIDE TELEPHONE NOTICE TO TREASURY MANAGEMENT SUPPORT AT THE NUMBER INDICATED ON THE "CONTACT US" PAGE AT THE END OF THIS AGREEMENT, TO BE FOLLOWED AS SOON AS POSSIBLE, BUT NO LATER THAN THE END OF BUSINESS DAY, AFTER TELEPHONE NOTIFICATION TO THE ADDRESS INDICATED IN CONTACT US PAGE BELOW.** CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT CERTAIN RISKS ARE INHERENT IN THE TRANSMISSION OF OR PROVIDING ACCESS TO INFORMATION OVER THE INTERNET AND THERE CAN BE NO ASSURANCE THAT INQUIRIES OR TRANSACTION ACTIVITY WILL BE

COMPLETELY SECURE OR FREE FROM DELAYS, MALFUNCTIONS, OR OTHER INCONVENIENCES GENERALLY ASSOCIATED WITH THIS ELECTRONIC MEDIUM. THE FINANCIAL INSTITUTION MAKES NO REPRESENTATION, WARRANTY, COVENANT OR AGREEMENT THAT A SECURITY PROCEDURE WILL BE EFFECTIVE AND, EXCEPT AS OTHERWISE REQUIRED BY APPLICABLE LAW, THE FINANCIAL INSTITUTION SHALL NOT HAVE ANY LIABILITY FOR THE BREACH OF A SECURITY PROCEDURE OR THE INTEGRITY OF THE SYSTEM OR ANY SERVICE.

SCHEDULE 12: TERMS FOR MULTI-ENTITY CUSTOMER RELATIONSHIPS

1. General Authority. Each Affiliate that is party to this Agreement as a Customer hereby authorizes the entity signing as the "Customer" on the Signature Agreement (for purposes of this Schedule, the "Primary Customer") to act as agent for each such Customer in connection with any and all matters relating to this Agreement, including, without limitation, administering the Services and originating Transactions (i.e., ACH, wire or check), issuing Instructions, transmitting deposit data, executing Set Up Forms, terminating this Agreement, agreeing to modifications and amendments to this Agreement, and receiving notices under this Agreement (which will be effective against the Customers, even if such notices and communications are sent only to Primary Customer); any and all such actions by the Primary Customer shall be binding on the Affiliate Customers. Bank may conclusively rely on Primary Customer's authority to act for itself and to bind the Affiliate Customers with respect to the foregoing. Primary Customer agrees to notify the Affiliate Customers of any such notices received, agreements made and actions taken on behalf of any such Affiliate Customer.

2. Collections. Each Customer hereby agrees that if any of its Collections (as defined below) are received through or in any Lockbox or Account now or hereafter established in the name of Primary Customer or any Affiliate Customer (each, a "**Commingled Lockbox**" or "**Commingled Account**", respectively), then the Primary Customer or such Affiliate Customer is authorized to receive, endorse, negotiate, deposit, withdraw, transfer and apply such Customer's Collections and take any and all other actions with respect thereto, all as the Primary Customer or such Affiliate Customer deems appropriate.

Each Customer understands that such Collections may be commingled with the funds of other entities. Therefore, each Customer hereby disclaims and releases all right, title and interest in its Collections, and hereby waives any and all legal claims such Customer may have against Bank based on conversion or any other legal theory, regulation or statute, due to such commingling. Each Customer represents and warrants to Bank that no Collections of a type that, by virtue of a statutory, regulatory, contractual or other restriction, cannot be commingled with other funds or payments will be submitted to or received in any Commingled Lockbox or Commingled Account. For purposes of this paragraph, "**Collections**" shall mean all Checks and other items (including remotely deposited Checks), electronic funds transfers, credit card payments and other amounts payable to or for the benefit of a Customer and all proceeds thereof.

3. Centralized Electronic Access. Under the terms of this Agreement, Bank may provide each Customer with electronic access to the designated Services using IBS or other System. The Primary Customer has requested, and subject to the terms hereof the Bank agrees that the customer identifier used for IBS or other System assigned by Bank to Primary Customer and other access credentials for use of an IBS or other System assigned to or designated as belonging to Primary Customer (collectively, the "**IBS ID**") may be used by Primary Customer and the Affiliate Customers for purposes of conducting Transactions and using the designated Services. Each Customer acknowledges and agrees that (a) the Bank may rely on and act upon any and all communications or Instructions it receives through IBS (or other IBS) under Primary Customer's IBS ID or IBS ID with respect to such Customer's Accounts as communications or Instructions of such Customer, and Bank's reliance shall not constitute negligence or willful misconduct, (b) such Customer shall be bound by (i) the use of the Services made through the Primary Customer's IBS ID with respect to the Accounts of such Customer, (ii) all communications or Instructions Bank receives through IBS under Primary Customer's IBS ID with respect to the Accounts of such Customer, (iii) all Transactions resulting from such communications or Instructions, including, without limitation, electronic funds transfers and other disbursements from such Customer's Accounts, and (iv) all other actions taken by the Bank with respect to such communications or Instructions, (c) Bank shall have no liability or responsibility to notify an Affiliate Customer of any other entities with which Primary Customer shares its

IBS ID, and (d) only the employees or other Authorized Persons of each Customer will use the Services and conduct Transactions using the IBS ID with respect to the Accounts of such Customer. Each Customer understands and agrees that the use of the Services affecting each of such Customer's Accounts may be reflected on certain records of the Bank as initiated by Primary Customer using the IBS ID assigned to Primary Customer and not as having been initiated by such Customer.

4. Primary Customer Special Obligations. In addition to any other indemnification obligations set forth herein, Primary Customer agrees to indemnify and hold the Bank harmless for any and all Losses that the Bank may suffer or incur in connection with providing the Services to the Affiliate Customers or any other matters related to this Agreement, except for Losses attributable to the Bank's gross negligence or willful misconduct. In addition, the Primary Customer agrees that it is liable to Bank for each Affiliate Customer's performance under, and compliance with, the terms of this Agreement (including, without limitation, the payment of Fees and any overdrafts of any kind or other amounts owed to Bank for the initiation of any ACH, wire or other electronic funds transfer), and with regard to such performance and compliance by any Affiliate Customer, the Bank may enforce this Agreement directly against Primary Customer without first being required to seek enforcement against any Affiliate Customer.

5. Representations; Warranties and Covenants. The Primary Customer hereby represents and warrants to Bank that each Affiliate Customer is an Affiliate of Primary Customer, and that Primary Customer has all necessary power and authority to act for and on behalf of each Affiliate Customer in connection with this Agreement, the Services and Accounts. Each Affiliate Customer hereby represents and warrants to Bank that it is an Affiliate of Primary Customer, and that all necessary action was taken by the Affiliate Customer's governing body to provide Primary Customer all necessary power and authority to act on behalf of Affiliate Customer in connection with the Services and Accounts of such Affiliate Customer as contemplated by this Agreement. Each Customer represents and warrants to Bank that (a) the execution and delivery of this Agreement has been authorized by all necessary corporate and governmental action and does not violate any provision of law applicable to such Customer, or any provision of such Customer's organizational documentation or any other

agreement binding upon such Customer, and (b) the person(s) executing and delivering this Agreement for and on behalf of such Customer are duly authorized to do so. Each Customer agrees that Bank's reliance and actions taken based on the foregoing representations and warranties do not constitute negligence or willful misconduct. Further, each Customer hereby agrees that the Bank will not be liable and such Customer shall not sue or otherwise make claims against the Bank for or on Account of any claim for damages arising out of or relating to the Bank allowing the arrangements contemplated by this Agreement, including any fraudulent activity or Instructions resulting from or relating thereto.

6. Customers; Additional Affiliate Customers and new Services. Each Affiliate Customer hereby acknowledges and agrees that, from time to time, the Primary Customer may, without notice to or consent of the Affiliate Customers (i) join additional entities ("**Additional Affiliate Customers**") as parties to this Agreement by duly completing and executing (on behalf of itself and the Affiliate Customers) an agreement substantially in the form hereof and acceptable to the Bank, at which time, such Additional Affiliate Customers shall have the same rights and obligations as the Affiliate Customers, and Primary Customer shall have the same obligations with respect to such Additional Affiliate Customers as it has for the Affiliate Customers and/or (ii) subscribe to additional services ("**New Services**") via an Additional Services Supplement in a form acceptable to the Bank signed by the Primary Customer (on behalf of itself and the Affiliate Customers, including any Additional Affiliate Customers), at which time such New Services shall also constitute Services under this Agreement and hereunder.

CONTACT US

If you have any questions about this Service or this Agreement, you may contact us at the phone number or postal address below:

Bank of Blue Valley
Customer Service 877-280-1862
11935 Riley Street
Overland Park, KS 66213
OnlineBank-BBV@bankbv.com

Signature Agreement to Business Online and Mobile Banking Agreement and Disclosure

This Signature Agreement to Business Online and Mobile Banking Agreement and Disclosure (“Signature Agreement”) is entered into by and among the undersigned Customer (“Customer”) and the division of Bank of Blue Valley shown below in the “Contact Us” section (“Bank”) as of the date accepted and agreed by Bank below (“Effective Date”). By executing this Signature Agreement or enrolling in and using any of the Services, Customer hereby agrees to the terms of the Business Online and Mobile Banking Agreement and Disclosure, including the Service Terms for each Service enrolled in and/or used by Customer, and any corresponding Documentation implemented for use of the Services, which collectively establish the terms of the Business Online and Mobile Banking Agreement and Disclosure, as amended from time to time (the “Agreement”). This Agreement hereby amends and replaces in full any prior agreements between the Customer and Bank with regard to the Services and this Agreement shall apply to all Services used by Customer, whether such Services are being enrolled in and used by Customer as of the Effective Date or in the future. Customer may be required to sign additional agreements or Documentation and is required to designate at least one Administrator to execute such Documentation and implement the Services before certain Services will be made available to Customer. Any capitalized terms used but not defined herein shall have the meaning as set forth in this Agreement.

Affiliates. By executing this Signature Agreement, Customer, each Affiliate of Customer listed below (if any), and Bank agree that each such Affiliate shall have all of the rights and obligations of, and shall for all purposes be a party under this Agreement as a

“Customer.” An “Affiliate” is any entity that is directly or indirectly controlled by, controlling, or under common control with the Customer. Customer represents, warrants and covenants to Bank that (i) each entity executing this Signature Agreement as an Affiliate meets the definition of “Affiliate” and shall continue to meet such definition as long as the entity receives or uses the Services in connection with Customer, (ii) the individual executing this Signature Agreement is duly authorized to execute this Signature Agreement on behalf of each Affiliate, and (iii) each Affiliate hereby agrees to be bound by the terms of this Signature Agreement and this Agreement for the use of the Services.

Additional Services. If Customer adds or implements Services in the future, those Services will also be covered by the terms and conditions contained in this Agreement. Bank may change the terms and conditions of Services provided under this Agreement from time to time, and Customer’s continued use of the Service constitutes Customer’s acceptance of the change.

Execution. This Signature Agreement may be executed in two or more identical counterparts (whether by electronic signature, in facsimile, in PDF or original), each of which shall constitute an original as against the party whose signature appears thereon, and all of which together shall constitute one and the same instrument. If Customer executed this Agreement in electronic format using an electronic signature, Customer agrees that Customer’s electronic signature on this Agreement demonstrates Customer’s intent that this Agreement be legally valid and enforceable in accordance with its terms, and that Customer’s electronic signature will have the same effect as Customer’s signature on a paper document.

IN WITNESS WHEREOF, this Signature Agreement and this Agreement is agreed to and executed by the Customer, each Affiliate, if any, and Bank as of the date first set forth above and shall be deemed to be effective as of such date ("Effective Date"); provided, that any Service shall not be effective or provided until Bank has notified Customer that the Services are implemented and active for use.

CUSTOMER: _____

TIN: _____

Authorized Officer Signature: _____

Name: _____

Title: _____

Email: _____

This Agreement includes the following Affiliates:

If authorized officer of the Affiliate listed below, is different than Customer listed above, obtain signature from authorized officer from Affiliate below.

Affiliate Name:	Tax ID No.:	Authorized Officer different than Customer Signer:
_____	_____	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>

Signing as a duly authorized officer or agent of each of the Affiliates listed above:

Authorized Signature: _____

Print name: _____

Print title: _____

Accepted and Agreed by Bank as of _____: