

This Treasury Management Services Agreement (“**Agreement**”) sets forth the terms of the treasury management services (individually a “**Service**” and collectively the “**Services**”) offered to you by Banc of California, National Association (“**us**” and/or “**Bank**”). By applying for any Service, you agree to the terms of this Agreement. Your use of any Service will be additional evidence of your agreement to these terms. We will notify you when the Service(s) you have requested become available. If you request additional Service(s) in the future, such Service(s) will be governed by this Agreement.

If a Service is not available, please contact us during our regular business hours at 1-855-351-2262 for assistance.

GETTING ESTABLISHED

1. Equipment and Software. You are responsible for obtaining and maintaining any equipment that is necessary for the Services, such as telephones, terminals, servers and computers. You agree to use equipment that is compatible with our programs, systems and equipment, which we may change from time to time, with or without notice. We assume no responsibility for the defects or incompatibility of any computers or software that you use in connection with the Services, even if we have previously approved their use. We are not responsible for your failed access to the Services across public lines or compromised data delivered over such lines.

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, NEITHER WE NOR OUR SUPPLIERS OR VENDORS MAKE ANY WARRANTY, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY, WITH RESPECT TO THE SERVICES OR ANY COMPUTER PROGRAMS, EQUIPMENT OR SOFTWARE (COLLECTIVELY “**EQUIPMENT**”).

You agree to notify us promptly if any Equipment we provide to you becomes defective. Our sole responsibility, if any, in such instances will be to replace or repair the defective Equipment. We do not warrant that the Equipment provided to you will be error free or that the Services will be uninterrupted.

You agree to comply with the terms of any software or other license provided to you in connection with the Services. Unless we agree otherwise in writing: (a) any license you obtain will be personal, limited, revocable, non-transferable and non-exclusive; (b) you may not transfer, distribute, copy, share, sublicense, reverse engineer, modify, or create derivative works from any Equipment; (c) the Equipment, Service guides, security procedures, and systems provided to you in connection with a Service represent our proprietary property and must be returned to us promptly upon request; and (d) we and/or our suppliers retain all right, title and interest in and to the intellectual property rights associated with the Services and the Equipment. Your license to use Equipment and Services will end with the termination of this Agreement or upon our earlier notice to you. You may only use the Equipment in connection with your use of the Services.

2. Security Procedures and User Guides. You may agree with us to the use of certain procedures, security devices, and supplemental security devices (referred to individually and collectively, “**Security Device(s)**”) designed to verify the authenticity of payment orders. In this regard, application of the procedures and Security Devices to authenticate a payment order will be collectively referred to as the “**Security Procedures**” in this Agreement. We may provide you with one or more numbers, passwords, tokens, challenge questions and/or other means of identification and authentication (collectively “**Password**”) to access our Services. We also may provide you with operating procedures and user guides (“**User Guides**”) in connection with certain Services. You agree to: (a) comply with the User Guides and Security Procedures; (b) take reasonable steps to safeguard the confidentiality and security of the Security Procedures, Password, the User Guide, and any other proprietary property or information we provide to you in connection with the Services; (c) limit access to your Password to persons who have a need to know such information; (d) closely and regularly monitor the activities of employees who access the Services; (e) notify us immediately if you have any reason to believe the security or

confidentiality required by this provision has been or may be breached; and (f) immediately change your Password if you know or suspect that the confidentiality of the Password has been compromised in any way.

If we take any action not provided in the Security Procedures in connection with any payment order, such additional action shall not be deemed to become a mandatory part of the continuing Security Procedures. You understand and agree that we will use the Security Procedures to verify the authenticity of payment orders and that the Security Procedures are not designed to, and are not used for the purpose of, detecting errors in transmission or content of payment orders, including duplicate payments or discrepancies between account names and numbers. We will not be obligated to detect errors by you or others, even if we take certain actions from time to time to do so.

Commercially Reasonable Procedures. Before sending a payment order request to us, you agree to review the Security Procedures and determine whether the Security Procedures will provide a commercially reasonable method for verifying whether a payment order is unauthorized. As part of the review, you will consider the size, type, and frequency of payment orders you normally make or anticipate making, along with such other factors as you may deem relevant or appropriate.

You agree that the Security Procedures offered by us are commercially reasonable means of protection. If the size, type, frequency and/or amount of transactions made by you change, such that the Security Procedures in use by you no longer provide a commercially reasonable method of providing security against unauthorized payment orders, you agree to immediately notify us.

Supplemental Security Devices. We may offer to you use of additional authentication tools or methods from time to time (“**Supplemental Security Devices**”). If you choose not to implement the Supplemental Security Devices, your access to some or all of the Services may be limited. The term “**Security Devices**” will include any Supplemental Security Devices that are used by you. Your use of any of the Security Devices will evidence your agreement that the Security Procedures, as modified by use of the Supplemental Security Devices, are commercially reasonable for you. You agree to immediately notify us if you believes the Security Procedures are no longer commercially reasonable.

You Are Responsible for Verified Payment Orders, Even if Unauthorized. If we act on a payment order in compliance with the Security Procedures, then you will be obligated on the payment order, and it will be treated as your payment order, whether or not authorized by you.

You Are Responsible for Payment Orders Actually Authorized. Regardless of whether or not we complied with the Security Procedures (or if any loss would have been prevented), any payment order received by us directly or indirectly from an authorized representative will be treated as authorized by you.

Safeguarding. You will use and safeguard the Security Devices and Security Procedures. In connection with such safeguarding obligations, you will implement and maintain physical, technical, and administrative controls and procedures sufficient to prevent impermissible or unauthorized access to or use of the ACH and wire services, Security Device or Security Procedures. You assume all risks associated with disclosure of any part of the Security Procedures, including a Security Device, to third parties, including employees. You agree to limit disclosures of Security Procedures to those third parties, employees or agents that you authorize to access the Services on your behalf, or who have a specific need to know.

You agree to change any temporary Password we give you promptly after you are given access to the Services for the first time. For security reasons, you also agree to change the Passwords you assign to your employees on a regular basis, but no less frequently than every 90 days. We may require you to change your Password at any time.

In addition to verifying transactions by means of a Password, we may elect to verify the authenticity or content of any order or instruction by sending an email or placing a call to any authorized signer on your account or any

other person designated by you for that purpose. We may deny access to the Services without prior notice if we are unable to confirm to our satisfaction any person's authority to access the Services or if we believe such action is necessary for security reasons.

Each time you make a transfer or payment with a Service, you warrant that our Security Procedures are commercially reasonable (based on the normal size, type, and frequency of your transactions). Some of our Services allow you or your Administrator to set transaction limitations and establish internal controls. Your failure to set such limitations and implement such controls increases your exposure to, and responsibility for, unauthorized transactions. You agree to be bound by any transfer, instruction or payment order we receive through the Services, even if it is not authorized by you, and is otherwise processed by us in accordance with the Security Procedure designated for the Service.

Your Internal Security: You agree to establish, implement, maintain and update (as appropriate) policies, procedures, equipment and software ("**Internal Security Controls**") that, with respect to the initiation, processing and storage of ACH, wire, account transfer, and other transactions (collectively, "**Transactions**") will: (a) protect the confidentiality and integrity of non-public personal information, including financial information, of a natural person used to create or contained within Transactions and any related addenda record ("**Protected Information**") until its destruction, (b) protect against anticipated threats or hazards to the security or integrity of Protected Information until its destruction, (c) protect against unauthorized use of Protected Information that could result in harm to a natural person, and (d) comply with all applicable regulatory guidelines on access to and security for the systems you use to initiate, process, and store Transactions.

Your Internal Security Controls must also safeguard the security and integrity of your computer system, e-mail system, and information from unauthorized use, intrusion, takeover or theft, and prevent your Password from unauthorized discovery, including up to date anti-virus detection programs (collectively "**Internal Security Breaches**"). You solely bear the risk of fraudulent or unauthorized transfers and other losses arising from your Internal Security Breaches or from the interception of your communications prior to their receipt by us (collectively "**Internal Security Losses**"). We are not liable and will not reimburse you in connection with any Internal Security Losses. You agree that we are authorized to execute any instruction validated with your Password. You are encouraged to consider purchasing insurance to cover your Internal Security Losses.

You remain solely responsible at all times for your Internal Security Controls, Internal Security Breaches and Internal Security Losses. Although we may employ various systems and procedures from time to time to help prevent losses to us, we assume no obligation for Internal Security Breaches or Internal Security Losses. Any steps we may take to assist you are taken solely as a matter of customer service.

We may share certain personal information and device-identifying technical data about you and your devices with third party service providers, who will compare and add device data and fraud data from and about you and your devices to a database of similar device and fraud information in order to provide fraud management and prevention services and identify and block access to the applicable service or website by devices associated with fraudulent or abusive activity. Such information may be used by us and our third party service providers to provide similar fraud management and prevention services for services or websites not provided by us.

3. Your Administrator. You must appoint an individual (or individuals) as an "**Administrator**" for certain Services with the authority to determine who will be authorized to use the Services on your behalf. Your Administrator can establish separate Passwords for you and each user, as well as limits on each user's authority to access information and conduct Transactions. You are strongly encouraged to use these controls to help reduce losses or damages that may arise out of improper or unauthorized use of a Service by designated users and others. You assume sole responsibility for the actions of your Administrator, the authority he or she gives others to act on your behalf, and the actions of the persons designated by the Administrator to use the Services. We strongly recommend that you impose a dual control environment in connection with Transactions and payment

instructions. If you elect not to do so, you agree to be subject to a higher standard of care with respect to your accounts, Transactions and statements. You acknowledge and agree that, even if you use a dual control environment, you still may suffer an Internal Security Loss.

You or your Administrator will need to designate which accounts will be utilized for Services and Transactions. If your Administrator designates an account that requires more than one signature for the withdrawal or transfer of funds, you agree that this is an Internal Security Control. You agree that we may act upon any Service instruction that is validated with the Password designated by you or your Administrator for that account and the Service in question. Note: This may mean that we will act upon the instruction of only ONE person with regards to any of the Services described herein (for example, to wire funds or to initiate ACH or other payment options), even if the signature card for the account in question requires two or more signatures on checks. As long as an instruction is validated with the designated Password, the Transaction will be deemed authorized by you.

If you wish to rescind or limit the authority of your Administrator, you must immediately provide us written notice, and give us a reasonable period of time to act on the same.

It is your responsibility to understand the capabilities built into each Service to prevent unauthorized Transactions, and to decide which accounts and Services to link to each user, keeping in mind the importance of required separation of duties as a means for protecting yourself against losses or damages.

4. Accounts. You will need to designate certain accounts for specific purposes in connection with some of the Services. If you fail to do so, we may designate the accounts for you. You further agree that we may add accounts to your online banking profile as they are established. Your Service application or setup form may list certain accounts that you wish to access with the Services. If it includes the accounts of your parent company, subsidiaries or affiliates, you represent and warrant that they have authorized you to access their accounts through the Services in the same manner as your own accounts and you agree to release us from any liability relating to your access to these accounts. Upon request, you agree to provide us with their written authorization, in form and substance acceptable to us, evidencing that authority, and to notify us immediately in writing of any change to that authorization.

Your deposit accounts with us are governed by the Deposit Account Agreement. Any loans or lines of credit you may have with us are governed by the terms of the loan agreements between you and us.

OUR SERVICES

We may offer the following Services to you separately or as part of a suite of Services.

5. Business Online, Business Online Pro, and Mobile Banking. With these Services, you can check your account balances, review transaction histories, stop payments on checks, and transfer funds between your designated accounts with us. Business Online Pro offers certain enhanced features which are not available with Business Online. Both Business Online and Business Online Pro offer Mobile Banking. Mobile Banking is available only to Bank clients enrolled in either Business Online or Business Online Pro. All features available through Business Online or Business Online Pro may not be available through Mobile Banking. You are automatically enrolled in Business Online or Business Online Pro as applicable (both of which include Mobile Banking) with activation of any other Treasury Management Service.

Account Information: You can use these Services to obtain balance and other account information online. Since certain information and Transactions are not processed by us until after the close of our Business Day (as that term is defined in Section 24 (Cut-Off Hours and Business Days)), some Transactions may not be reflected in the system until the next Business Day. Posted items may be reversed due to insufficient funds, stop payment orders, legal process, and/or other reasons. Certain balances also may not be subject to immediate withdrawal. We assume no responsibility for any loss arising from incomplete information or for any temporary interruption in our Service.

Account Transfers: You can use this Service to transfer funds between your designated accounts with us. Transfers between your deposit accounts with us are subject to the terms of the Deposit Account Agreement. Although you may instruct our online system to make transfers between your accounts at any time on any day, transfers occurring after our Service cutoff hour of 5:00 p.m. Pacific on Business Days, or on non-Business Days, may not be posted until the next Business Day.

Loan Payments and Transfers: You can use this Service to make a regular payment to your Banc of California line(s) of credit or loan(s) by transferring the payment amount from your Banc of California checking or savings account to the balance of your line(s) of credit or loan(s). You can also use this Service to obtain an advance from your Banc of California line(s) of credit or loan(s) by transferring funds from your line(s) of credit or loan(s) to your Banc of California checking or savings account. It is solely your responsibility to comply with any and all of your obligations described in the loan agreements between you and us. Any loan payment or transfer shall be governed by the loan agreements between you and us. Further, any accounts linked to Business Online, Business Online Pro, or Mobile Banking will be governed by the terms of the Deposit Account Agreement.

E-Statements: E-Statements offer you a convenient way to view, save and/or print your monthly statements online. If you receive E-Statements, we may discontinue sending written statements to you. This includes, but is not limited to, ongoing disclosures currently provided on the back of your paper statement, notices posted as messages on the face of the statement, and all notices or other communications that accompany mailed statements. You will be deemed to receive E-Statements when they are made available to you.

You acknowledge and agree that any business accounts that you may have will be automatically enrolled in E-Statements upon signing up for any Service. When enrolled in E-Statements, you understand and agree that you will not receive paper statements. Please speak with a bank representative if you wish to receive paper statements. Additional fees may apply for paper statements. See the Fee Schedule (as that term is defined within Section 27 (Fees)).

Stop Payment Orders: You can use Business Online or Business Online Pro to place a stop payment order on a check. To stop payment on a check, you must provide us with timely, complete and accurate information regarding: the number of the account in question; the date of the item; the item number; the payee information; the EXACT amount of the item (dollars and cents); and/or any other information requested by the Service. If any information is untimely, incomplete or incorrect, we will not be responsible for failing to stop payment on the check at issue. In order to be effective, you must submit the stop payment order before the check is presented for payment. Stop payment orders received on a weekend, holiday, or after 5:00 p.m. Pacific on a Business Day may be deemed received by us as of the next Business Day. Stop payment orders are effective for six months. To place a stop payment order on Transactions excluding checks, or to cancel a stop payment order, immediately call 1-855-351-2262 or visit one of our branches. Fees may apply when placing a stop payment order. See the Fee Schedule ("Stop Payment Order/ Renew – Online").

For further terms and conditions regarding stop payment orders, please refer to the Deposit Account Agreement.

Information Reporting and Delivery: You can use Business Online or Business Online Pro to create customized account reports, including, for example, account balance and transaction information. You can schedule delivery of the reports via e-mail or secure file transfer. Refer to Section 31 (Information Processing and Reporting).

Equipment & Software: For Mobile Banking, you are required to download the Banc of California Mobile Banking App (refer to compatibility requirements listed within your carrier-specific app store to ensure compatibility).

You shall at all times comply with applicable laws, rules and regulations in connection with your use of the Services. You shall not use these Services for any activities in violation of any laws or regulations, including without limitation, wrongful transmission of copyrighted material, sending of threatening or obscene materials, or misappropriation or exportation of trade or national secrets. To the extent permitted by law, you are and

shall remain, solely and exclusively responsible for any and all financial transaction risks associated with your accounts, including without limitation insufficient funds, fraudulent Transactions and Transactions resulting from improper input data associated with the Services. You shall have sole responsibility and liability related to your access to the Internet and any browsers, computers, devices or other such technologies used to access the Internet and these Services, and Bank assumes no liability or control over such Internet access or technologies. You shall use these Services in accordance with this Agreement, the Deposit Account Agreement, the Online Banking Agreement, and any other applicable terms and conditions.

SMS Services are alert messages relating to these Services (“Alerts”). To receive such Alerts, you must provide a valid mobile telephone number and agree to terms of use as determined by the services provider(s), as may be updated from time to time. You shall be liable for any damages or claims arising from your failure to notify Bank or service provider(s) of changes to any mobile numbers provided or failure to provide a valid number. You acknowledge and agree that the Alerts may be modified, suspended, limited, restricted and/or terminated, without advance notice under any of the following conditions: (i) if necessary to comply with applicable laws, regulations, or requirements of service impacting third parties related to the Alerts; (ii) if a law or regulatory action prohibits or significantly impairs or makes impractical the provision of the Alerts; or (iii) as directed by service provider(s). You agree that your use of Alerts will not violate this Agreement and will not be used for any illegal, fraudulent, or unauthorized purpose. If you enroll to receive Alerts from us, you agree that message and data rates may apply. You authorize charges to appear on your wireless bill or to be deducted from your prepaid balance. If you no longer wish to receive Alerts from us, please call 1-855-351-2262.

BANK WILL NOT BE LIABLE FOR ANY LOSS CAUSED BY THE MOBILE CARRIERS SUSPENDING OR TERMINATING ACCESS TO THESE SERVICES. BANK WILL NOT BE LIABLE TO YOU FOR ANY ALERTS DELETED OR NOT DELIVERED, REGARDLESS OF THE REASON FOR DELETION OR NONDELIVERY INCLUDING, WITHOUT LIMITATION, MESSAGE PROCESSING OR TRANSMISSION ERRORS. BANK DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES REGARDING THE QUALITY, RELIABILITY, TIMELINESS OR SECURITY OF THE ALERTS, OR THAT THE ALERTS WILL BE ERROR-FREE, UNINTERRUPTED, OR FREE FROM UNAUTHORIZED ACCESS OR NOT INFRINGE THIRD PARTY RIGHTS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ALERTS ARE PROVIDED ON AN “AS IS,” “WITH ALL FAULTS” AND WITHOUT WARRANTY OF ANY KIND, AND BANK EXPRESSLY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE ALERTS, INCLUDING WARRANTIES OF SECURITY, QUALITY, RELIABILITY, MERCHANTABILITY, SATISFACTORY QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE. WE HAVE NO LIABILITY FOR ANY REDUCTION, INTERRUPTION, TERMINATION OR SUSPENSION OF THE ALERTS TO THE EXTENT CAUSED BY THIRD PARTY FACTORS OR ANY OTHER FACTOR OUTSIDE OF OUR CONTROL.

6. Mobile Check Deposit. You can use this Service to deposit single check items using your mobile phone by taking a picture of the front and back of your check. The images are transmitted to us electronically for processing. The checks will be processed electronically or converted to substitute checks based on the information you provide. You agree to complete each mobile deposit promptly and to keep your mobile device securely in your possession until the deposit has been posted to your account.

Using the Service: You agree to: (a) only use equipment and software that meet application specifications; (b) follow our instructions for capturing and transmitting check images and other information to us; (c) ensure that you clearly print “For Mobile Deposit Only to Banc of California” and provide the last four digits of the account number where you are depositing the check, with your endorsement of each check; (d) view each check as it is scanned to ensure that images (front and back) are being captured accurately and legibly depict all information on the original check; (e) retain original checks for no more than 45 days; (f) no later than the 45th day, promptly destroy (by shredding) the original checks; (g) adopt commercially reasonable Security Procedures and Internal Security Controls in connection with the storage and destruction of original checks and any copies of such checks; (h) adequately train your employees on the use of the Service and evaluate the need for separation of employee duties to reduce the risk of fraud; (i) provide us with the original check (if it is within

your possession) or a sufficient copy of the check within 5 Business Days of our request. Once you transmit check information to us, you agree not to attempt, directly or indirectly, to negotiate, deliver, transfer or deposit the original checks (or copies of such checks, whether in paper or electronic form) with us or others.

Certain Checks Not Permitted: You may use the Service only to process the deposit of original paper checks that are payable to you. Unless we specifically agree otherwise in writing, you may not use the Service to deposit: (a) checks payable to a third party (including checks jointly payable to you and to a third party); (b) demand drafts or remotely created checks (i.e., checks lacking the original signature of the drawer); (c) substitute checks (i.e., paper checks created from an electronic image); (d) checks that are irregular in any way (e.g., where the numerical and written amounts are different); (e) checks that have previously been returned unpaid for any reason; (f) checks that are postdated or more than 6 months old; (g) checks drawn on a foreign bank or payable in a foreign currency; (h) checks payable to "Cash"; (i) checks issued by you or any company affiliated with you through 20% or greater common ownership or control; (j) registered government warrants; (k) any check that you should reasonably suspect is fraudulent or not properly authorized; or (l) any check or checks that exceed the transaction limitations(s) that we establish from time to time. Our processing of any of the checks described above shall not obligate us to continue that practice, and we may stop doing so without cause or prior notice.

We may refuse any check for deposit, with or without cause, or may elect to take a check on a collections basis only. If we accept a check for collection, we will send it to the institution upon which it is drawn, but will not credit your account for the amount until we receive the funds from the other institution. If we elect to credit your account before then, we may charge the amount back against your account if we do not receive payment for any reason. Please see the Deposit Account Agreement for other restrictions on deposits (see, e.g., the section titled "Deposits").

Confirmations: When you send an image for deposit using mobile deposit capture you will be prompted to confirm the deposit. If check information received by us is not complete and otherwise unacceptable for any reason, we may reject the deposit, notwithstanding any confirmation by us of its receipt, and charge the amount back against any provisional credit to your account.

This Section incorporates by reference the following provisions of Section 10 (Remote Deposit Capture Service): Your Representations, Hours of Operations, Returned Checks, and Indemnification.

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7. Bill Payment Service. This Service may allow you to make current, future and recurring payments to others from one or more of your designated Bank checking accounts. If you link more than one account to the Service, you must specify which account you wish to use in making payments. Requirements for dual signatures on checks do not apply to the Service. You acknowledge and agree that we may conduct a credit screen in order to determine eligibility and execution. The amount of a bill payment is limited for security purposes and it may change from time to time without advance notice to you. Payments and transfers may only be made to and from account in the United States, and only in U.S. dollars. You agree to not initiate Bill Payments in excess of \$50,000 per transaction or that total more than \$50,000 on any one Business Day.

Further terms and conditions relating to your use of the Bill Payment Service apply; such terms and conditions (which are subject to change from time to time) will be disclosed to you electronically when you first enroll in the Bill Payment Service. These terms and conditions can be accessed at www.bancofcal.com/treasuryagreement2020, where you can link to the [Terms and Conditions of the Bill Payment Service](#).

8. Wire Transfer. We offer a wire Service that may allow you to make wire transfers.

Your Wire Order: When you transmit a wire payment request ("**Wire Order**"), you authorize us to charge the designated account for the amount indicated. You represent and warrant that you will not submit a Wire Order

for any illegal or improper purpose, and you further represent and warrant that you will comply with all applicable laws, rules and regulations.

Your Wire Orders must comply with the form, format, content and other requirements set forth in your User Guide, and any Security Procedures that we establish for the Service. We are not responsible for detecting or rejecting duplicate or unauthorized Wire Orders. If you give us a Wire Order that is incorrect in any way, you agree that we may charge your account for the payment whether or not the error could have been detected by us. You further agree that our wire Security Procedures, including but not limited to dual control, are commercially reasonable. You agree to maintain commercially reasonable Security Procedures and Internal Security Controls to protect against fraud or unauthorized Transactions. You agree to indemnify, defend and hold us harmless from any actions, claims, proceedings, damages, losses and costs which you or we incur as a result of your failure to maintain commercially reasonable Security Procedures or Internal Security Controls. This provision shall survive the termination of this Agreement.

You must accurately describe transaction beneficiaries, intermediary financial institutions, and the beneficiary's financial institution in your Wire Orders. If you describe any beneficiary or institution inconsistently by name and number, we and other institutions may process the Wire Order solely on the basis of the number, even if the number identifies a person or entity different from the named beneficiary or institution.

You will not allow others to initiate Wire Orders on your behalf without our prior written consent. You will be solely responsible for the acts and omissions of such agents. You agree to indemnify, defend and hold us harmless from any actions, claims, proceedings, damages, losses and costs which you or we incur as a result of their actions or omissions. This provision shall survive the termination of this Agreement.

If we receive your Wire Order after our processing cutoff hour or on a Saturday, Sunday or holiday, we may process it on our next Business Day. Cutoff hours can be located in your User Guide or by calling us at 1-855-351-2262.

In addition to this Agreement, your Wire Order is governed by the Deposit Account Agreement.

Available Funds: We may refuse a Wire Order if there are not sufficient collected and available funds in your account on the date we initiate the transaction. We may place a hold on funds pending our processing of your Wire Order.

Foreign Transactions: Foreign transfers may be subject to delays, charges imposed by other financial institutions, and changes in foreign currency exchange rates. If you direct a payment order to a foreign country, we may execute the order in the currency of the country of the payee's bank at either our buying rate of exchange for U.S. dollar transfers or the exchange rate of the payee bank. If the transfer is made in U.S. dollars, we cannot guarantee that the beneficiary will receive the funds in U.S. currency. The beneficiary bank may convert the funds into the local currency and may also charge incidental fees. If for any reason the payment order is returned to us, you agree to accept the refund in U.S. dollars in the amount of the foreign money credit, based on the current buying rate on the day of the refund, less any charges and expenses incurred by us. Unless you advise us otherwise, we may charge your account to pay for fees imposed by intermediary banks or instruct such banks to obtain payment of their charges for services and expenses by deducting the amount from your order. A portion of those charges may be shared with us.

Drawdown Wires: You may initiate drawdown Wire Orders only with the prior authorization of the owners of the accounts affected by such Wire Orders. You agree to maintain a record of each authorization for a period of two years following its execution, and to provide us with a copy upon request.

Cancellation and Amendment of Wire Orders: A Wire Order is final and cannot be cancelled or changed by you. However, at your request, we can attempt to recall a Wire Order, but we will not be liable if we are unable to do so. Although we may attempt to act on any cancellation or change request you make, we assume no

responsibility for failing or refusing to do so, even if we could have effected the cancellation or change. You agree to indemnify, defend, hold harmless and reimburse us for all expenses, losses, claims, actions, proceedings and damages (including but not limited to reasonable attorneys' fees) arising out of or relating to the cancellation or change of a Wire Order, or effecting or attempting to effect any cancellation or change. This provision shall survive the termination of this Agreement.

Delay or Refusal of Wire Orders: We may delay or refuse any Wire Order with or without cause or prior notice. We may do so for any reason or for no reason. We may provide notice to you of such delay or refusal, but are not obligated to do so. We may delay or refuse processing of a payment order, for example, if: (A) processing would or may exceed the available funds in your affected account; (B) the payment order is not authenticated to our satisfaction or we believe the payment order may not have been authorized by you; (C) the payment order contains incorrect, inconsistent, ambiguous, or missing information; (D) processing would or may involve funds which are subject to lien, security interest, claim, hold, dispute, or legal process prohibiting withdrawal; (E) processing would or may cause a violation of any laws or rules applicable to you or to us; (F) for any reason determined by us in our sole discretion; or (G) for any other reason under this Agreement. We are not required to pay you interest on a rejected Wire Order for the period from refusal of the Wire Order to your receipt of the notice of refusal.

Notice of Returned Wire Orders: We may notify you electronically, in writing, by telephone, or otherwise regarding any Wire Order that is rejected or returned for any reason. We will send our notice no later than two Business Days after the Business Day we receive notice of a return. We will not be obligated to credit your account with any interest, unless the return is caused by our failure to properly execute the Wire Order. We may attempt to remake the Wire Order if the return is due to our error and we have sufficient data to remake the Wire Order.

Notices and Statements: Information on incoming and outgoing wire payments will be reflected on your periodic statements and may be available to you on-line. We are not required to provide you with any other notice of the receipt, transmittal or debiting of Wire Orders. Although we may issue an online wire transaction number for tracking purposes, it does not mean that your Wire Order meets our requirements or will be processed.

Unauthorized Wire Order: We may process any Wire Order (including a cancellation or change to a Wire Order) we believe is transmitted or authorized by you if we act in compliance with the Security Procedure agreed upon by you and us. Such Wire Orders will be deemed effective as if made by you, and you will be obligated to pay us in the amount of such Wire Orders, even though they are not transmitted or authorized by you. We strongly recommend that you impose a dual control environment in connection with the transmission and confirmation of Wire Orders. If you elect not to impose a dual control environment, you agree to be subject to a higher standard of care with respect to your accounts, Transactions and statements. You also acknowledge that unauthorized Wire Orders can occur despite the use of a dual control environment.

Transaction Limits and Safeguards: You agree not to exceed the transaction limits we establish from time to time for your account or any Service. You agree that you will not allow anyone to initiate Wire Orders without proper supervision and adequate safeguards, and that you will regularly audit the actions of your Administrator and authorized representatives.

9. ACH Origination Service. We offer an ACH Origination Service that may allow you to make payments to others by ACH transaction.

Your Payment Orders: When you transmit an ACH transaction request ("**ACH Order**"), you authorize us to charge the designated account for the amount indicated.

To ensure that your ACH transactions are timely, for consumer credit transactions, you should submit ACH Orders to us at least two Business Days before the payment effective date. For all other transactions, you should

submit ACH Orders to us at least one Business Day prior to the payment effective date. For debit transactions, you agree not to submit ACH Orders for accounts receivable, represented check, international, back-office conversion, telephone-initiated, Internet-initiated, or point-of-purchase entries without our prior written consent.

Your ACH Orders must comply with the form, format, content and other requirements set forth in your User Guide, the Rules (as defined below, and if applicable), and any Security Procedures that we establish for the Service. We are not responsible for detecting or rejecting duplicate ACH Orders. If you give us an ACH Order that is incorrect in any way, you agree that we may charge your account for the payment whether or not the error could have been detected by us.

You must accurately describe transaction recipients and the receiving financial institution in your ACH Orders. If you describe any recipient or institution inconsistently by name and number, we and other institutions may process the ACH Order solely on the basis of the number, even if the number identifies a person or entity different from the named recipient or institution.

You will not allow others to initiate ACH Orders on your behalf without our prior written consent. You will be solely responsible for the acts and omissions of such agents. You agree to indemnify, defend and hold us harmless from any actions, claims, proceedings, damages, losses and costs which you or we incur as a result of their actions or omissions. This provision shall survive the termination of this Agreement.

Available Funds: We may refuse an ACH Order if there are not sufficient collected and available funds in your account on the date we initiate the transaction (usually the day we receive your request – see your User Guide for full details). ACH credit transactions typically must be prefunded two Business Days prior to the settlement date. We may place a hold on funds pending our processing of your ACH Order. Nothing in this Agreement, or any course of dealing between us, shall be construed as our commitment or obligation to lend money to you. We may discontinue processing transactions without adequate prefunding at any time and without prior notice to you.

ACH Transaction Rules: You agree to comply with the operating rules and guidelines (collectively, the “Rules”) of NACHA when you conduct transactions through the ACH. You can obtain a copy of the Rules at www.nacha.org or by telephoning NACHA at 800-487-9180.

ACH Pre-Notification Entries: You must submit ACH pre-notification entries if required by us or the Rules. If a pre-notification entry is rejected for any reason, you may not initiate a corresponding entry until the cause for the rejection has been corrected and another pre-notification has been submitted and accepted. You may initiate entries to a receiver's account no sooner than six Business Days following the settlement date of your pre-notification entry.

ACH Debit Authorization and Record Retention: For a debit transaction, you may initiate ACH Orders only with the prior authorization of the owners of the accounts affected by such ACH Orders. You agree to maintain a record of each authorization for a period of two years following its termination, and to provide us with a copy upon request. Unless we agree otherwise, for debit transactions, you will not submit ACH Orders to collect funds for checks or other paper items which have been dishonored and returned for any reason, even if such represented check ACH Orders are permitted under the Rules.

Transaction Limits and Safeguards: You agree not to exceed the transaction limits we establish from time to time for your account or any Service. You agree that you will not allow anyone to initiate ACH Orders without proper supervision and adequate safeguards, and that you will regularly audit the actions of your Administrator and authorized representatives. You agree to indemnify, defend and hold us harmless from any actions, claims, proceedings, damages, losses and costs which you or we incur as a result of your failure to comply with this paragraph. This provision shall survive the termination of this Agreement.

Cancellation and Amendment of Orders: You may not cancel or amend an ACH Order after we receive it. We will only attempt to reverse an ACH Order at your request if the grounds for reversal conform to the Rules (reversal of a duplicate entry, unintended receiver of original entry, or incorrect dollar amount of original entry). If we attempt to reverse an ACH Order at your request, we assume no liability for any losses that result if the reversal is not effected. You are solely responsible for providing notice to receivers that a reversal is being transmitted and the reason for the reversal no later than the settlement date of the reversing entry. You agree to indemnify, defend, hold harmless and reimburse us for all expenses, losses, claims, actions, proceedings and damages we incur in effecting or attempting to effect any reversal of an ACH Order. This provision shall survive the termination of this Agreement.

Delay or Refusal of Orders: We may delay or refuse any ACH Order with or without cause or prior notice. We may do so for any reason or for no reason. We may provide notice to you of such delay or refusal, but are not obligated to do so. We may delay or refuse processing of a payment order, for example, if: (A) processing would or may exceed the available funds in your affected account; (B) the payment order is not authenticated to our satisfaction or we believe the payment order may not have been authorized by you; (C) the payment order contains incorrect, inconsistent, ambiguous, or missing information; (D) processing would or may involve funds which are subject to lien, security interest, claim, hold, dispute, or legal process prohibiting withdrawal; (E) processing would or may cause a violation of any laws or rules applicable to you or to us; (F) for any reason determined by us in our sole discretion; or (G) for any other reason under this Agreement. We are not required to pay you interest on a rejected ACH Order for the period from refusal of the ACH Order to your receipt of the notice of refusal.

Notice of Returned Orders: We may notify you electronically, in writing, by telephone, or otherwise regarding any ACH Order that is rejected or returned for any reason. We will send our notice no later than two Business Days after the Business Day we receive notice of a return. We will not be obligated to credit your account with any interest, unless the return is caused by our failure to properly execute the ACH Order. We may attempt to remake the ACH Order if the return is due to our error and we have sufficient data to remake the ACH Order.

Notices and Statements: Information on incoming and outgoing ACH transactions will be reflected on your periodic statements and may be available to you on-line. We are not required to provide you with any other notice of the receipt, transmittal or debiting of ACH Orders. Please note that, although we may issue an online ACH transaction number for tracking purposes, it does not mean that your ACH Order meets our requirements or will be processed.

Provisional Credit: Credit for an ACH transfer is provisional until the receiving financial institution obtains final settlement. If final settlement does not occur, the originator of the transfer is not deemed to have made payment to the beneficiary, and the beneficiary's bank is entitled to a refund of the provisional credit.

Unauthorized Order: We may process any ACH Order (including an amendment or cancellation ACH Order) we believe is transmitted or authorized by you. Such ACH Orders will be deemed effective as if made by you, and you will be obligated to pay us in the amount of such ACH Orders, even though they are not transmitted or authorized by you. We strongly recommend that you impose a dual control environment in connection with the transmission and confirmation of ACH Orders. If you elect not to impose a dual control environment, you agree to be subject to a higher standard of care with respect to your accounts, transactions and statements. You acknowledge that unauthorized ACH transactions can occur despite a dual control environment. You agree that our Security Procedures for ACH transactions are commercially reasonable. You agree to maintain commercially reasonable Security Procedures and Internal Security Controls to protect against fraud or unauthorized transactions. You agree to indemnify, defend and hold us harmless from any actions, claims, proceedings, damages, losses and costs which you or we incur as a result of your failure to maintain commercially reasonable Security Procedures or Internal Security Controls. This provision shall survive the termination of this Agreement.

High-Risk Originators and Third-Party Senders: The Bank does not engage in ACH transactions with High-Risk Originators or that involve Third-Party Senders, as those terms are defined within the Rules. High-Risk Originators include companies engaged in potentially illegal activities or companies that have an unusually high volume of unauthorized returns, such as online payment processors, certain credit-repair services, certain mail order and telephone order companies, online gambling operations, businesses located offshore, and adult entertainment businesses.

An example of a Third-Party Sender would be a Bank customer to which originators outsource payment services, but where the Bank has no direct customer or contractual relationship with the originator. Third-Party Senders provide services to the originator and, in that capacity, acts as an intermediary between the originator and the Bank. You agree that, for the duration of your use of the ACH Service, you are not, and will not become, a High-Risk Originator or a Third-Party Sender.

If you utilize our Services to make tax payments, you agree that we are not a tax agent, and you further agree that we have not made any statement, representation or warranty regarding your taxes or any tax consequences.

10. Remote Deposit Capture Service. You can use this Service to scan images of checks (“**Checks**”) and then transmit those images and other data to us electronically for deposit to your account. The Checks will then either be processed electronically or converted to substitute checks (“**Substitute Checks**”) based on the information you provide. Deposits made using this Service are subject to standard funds availability holds as detailed in the Deposit Account Agreement.

Equipment and Software: We may provide you with equipment and/or software (collectively, “**Equipment**”) that you can use to scan and transmit images of the front and back of Checks and other information (e.g., MICR line data) to us. You will be responsible for all other materials necessary for the Service, such as a telephone, terminal, modem, Internet connectivity, consumables (e.g., ink cartridges and other supplies), and computer.

You may use the Equipment only for the purpose of processing Checks and information in the manner permitted by this Agreement. You may not: (a) use the Equipment to process Checks through other institutions; (b) use the Equipment at a location other than your regular place of business or at a location outside the United States; (c) perform or allow others to perform alterations or repairs to the Equipment without our written consent; (d) attempt to bypass or disable any security feature of the Equipment; or (e) use the Equipment for the benefit of third parties. Unless purchased by you, your right to use the Equipment will terminate automatically upon the termination of this Service. You must maintain the Equipment we provide to you in good condition, subject to normal wear and tear, and return it to us at the address we direct.

Except for Equipment that we provide to you and agree to maintain, we will not be responsible for repairing or replacing defective Equipment. We also assume no responsibility for any computer virus or related problems that may occur with your use of this Service, whether you obtain equipment or software from us or from a third party. If any issues arise from equipment that you purchase or otherwise obtain, you agree that we have no liability for such issues. Instead, your sole recourse shall be with the supplier of the equipment.

Using the Service: You agree to: (a) only use Equipment and software that meet our Service specifications, as they change from time to time; (b) follow our Service instructions for capturing and transmitting Check images and other information to us; (c) ensure that you or your scanning equipment clearly print “For Electronic Deposit Only to Account [insert last four digits of your account number]” or similar wording above the endorsement on all Checks and “Converted to Electronic Check” or similar wording is clearly stamped or printed on the face of all Checks; (d) view each Check as it is scanned to ensure that the images (front and back) are being captured and accurately and legibly depict all information on the original Check; (e) retain original Checks for no more than 45 days; (f) no later than the 45th day, promptly destroy (by shredding) the original Checks; (g) adopt commercially reasonable Security Procedures and Internal Security Controls in order to prevent fraud

and in connection with the use of the Equipment, and with the storage and destruction of original Checks and any copies of such Checks; (h) allow us to examine the physical location where you capture and transmit Check images and store original Checks to confirm your compliance with this Agreement; (i) adequately train your employees on the use of the Service and evaluate the need for separation of employee duties to reduce the risk of fraud; (j) allow us to inspect any audit report related to your operational process for the Service; and (k) adequately vet and supervise your employees to reduce the risk of fraud; (l) provide us with the original Check (if it is within your possession) or a sufficient copy of the Check within 5 Business Days of our request. A “sufficient copy” of a Check is a paper reproduction of an original Check that accurately represents all of the information on the front and back of the original Check as of the time the image was transmitted to us by means of this Service. Once you transmit Check information to us, you agree that you will not attempt, directly or indirectly, to negotiate, deliver, transfer or deposit the original Checks (or copies of such Checks, whether in paper or electronic form) with us or others.

Certain Checks Not Permitted: You may use the Service only to process the deposit of original paper Checks that are payable to you. Unless we specifically agree otherwise in writing, you may not use the Service to deposit: (a) Checks payable to a third party (including checks jointly payable to you and to a third party); (b) demand drafts or remotely created checks (i.e., checks lacking the original signature of the drawer); (c) substitute checks (i.e., paper checks created from an electronic image); (d) Checks that are irregular in any way (e.g., where the numerical and written amounts are different); (e) Checks that have previously been returned unpaid for any reason; (f) Checks that are postdated or more than 6 months old; (g) Checks drawn on a foreign bank or payable in a foreign currency; (h) Checks payable to “Cash”; (i) Checks issued by you or any company affiliated with you through 20% or greater common ownership or control; (j) registered government warrants; (k) any Check that you suspect, or should reasonably suspect, is fraudulent or not properly authorized; or (l) any Check or Checks that exceed the transaction limitation(s) that we establish from time to time. Our processing of any of the Checks described above shall not obligate us to continue that practice, and we may stop doing so without cause or prior notice.

We may refuse any Check for deposit, with or without cause, or may elect to take a Check on a collection basis only. If we accept a Check for collection, we will send it to the institution upon which it is drawn, but will not credit your account for the amount until we receive the funds from the other institution. If we elect to credit your account before then, we may charge the amount back against your account if we do not receive payment for any reason. Please see your Deposit Account Agreement for other restrictions on deposits (see, e.g., the section titled “Deposits”).

Your Representations: You represent and warrant the following with respect to each Check that you transmit electronically to us: (a) you have the legal right to accept the Check for deposit and negotiation, regardless of the name of the payee shown on the Check; (b) the images and information that you transmit accurately represent all of the information on the front and back of the original Check, including (without limitation) all endorsements, at the time of transmission; (c) you have not taken any action that would obscure, alter or impair the capture or transmission of information on the front or back of the Check or that otherwise may prevent us or another institution from capturing or processing such information; (d) you make all warranties that would otherwise apply to the Check if it had been a paper item deposited with us; (e) you make all encoding, transfer, presentment and other warranties that we (or any correspondent bank we use) are deemed to provide to others (e.g., as a reconverting bank) under any law, clearing house rule, or image exchange network or agreement to which we are a party; (f) the Check will not be presented for deposit or payment more than once; (g) you will not submit files with malicious code; and (h) if we agree that you may process previously truncated and reconverted substitute checks through this Service, you will ensure that the identification of previous truncating and reconverting banks are preserved and that returned substitute checks meet the requirements for legal equivalency under Federal Reserve Regulation CC.

Hours of Operations: The Service can be utilized 24 hours a day, seven days a week, except when our system is unavailable due to needed maintenance or system outages. Deposit information received on or after our Service cutoff hour of 5:00 p.m. Pacific (which we may change from time to time) or on a Saturday, Sunday, state banking or federal holiday, may be deemed received by us as of the next Business Day. We are not responsible for the unavailability of the Service or any damages that may result from its unavailability. If the Service is not available for any reason or a Check cannot be processed by means of the Service, you may deposit your Checks by other means, including directly with your branch of account.

Confirmations: You can use our online service to confirm our receipt of your deposit. If Check information received by us is not complete or cannot be processed by us for any reason, we may reject the deposit, notwithstanding any file receipt information shown at our website, and charge the amount back against any provisional credit to your account.

Returned Checks: If a Check is returned unpaid to us for any reason, we may return it to you in the form of a Substitute Check (as defined in the Deposit Account Agreement). If you decide to redeposit the returned item, you may only redeposit the Substitute Check; you may not deposit the original Check.

Availability: If we receive your Check information on a Business Day before our Service cutoff hour, we will consider that day to be the day of your deposit. If we receive your transmission after our cutoff hour or on a non-Business Day, we may treat the deposit as received the next Business Day. If the drawee of a Check or another third party makes a claim against us or seeks a re-credit with respect to any Check processed through this Service, we may provisionally freeze or hold aside a like amount in your account pending our investigation and resolution of the claim. We also may charge your account for any Check that is returned, whether or not the return is timely or proper.

Indemnification: You will indemnify, defend, and hold us harmless against any and all actions, proceedings, liabilities, losses, costs (including attorney's fees) and claims, including (without limitation) warranty claims, that result from or arise in connection with: (a) our processing of Checks in accordance with this Agreement or your instructions; (b) your actions or omissions (including the actions and omissions of your users, administrators, and/or employees), including but not limited to your breach of any representation or failure to comply with this Agreement or any illegal acts, fraud, misrepresentation or willful misconduct; (c) any modifications or changes you make to the Equipment without our written consent; (d) any misuse of the Equipment by you, your employees or agents; (e) your failure to comply with applicable state and federal laws and regulations; (f) actions by third parties, such as the introduction of a virus, that delay, alter or corrupt the transmission of Check images or information to us; or (g) any claim by a recipient of a substitute check corresponding to a Check processed through the Service, that the recipient incurred a loss due to (i) the receipt of the substitute check instead of the original Check, or (ii) multiple payments with respect to the same original Check, based on any combination of the original Check, the substitute check and/or any paper or electronic copy of either. This provision shall survive the termination of this Agreement.

11. Check Positive Pay Service. This Service provides you with a way to identify and help prevent the payment of checks that you have not authorized.

Issued Check File: On an ongoing basis, after checks are issued, but before checks are delivered to payees, you agree to provide us with a list of the serial numbers, issue dates and the exact amounts (dollars and cents) of the checks that you have issued ("**Issued Check File**"). We will match the check number and amounts against items presented to us through normal interbank check clearing procedures (e.g., local clearinghouse, Federal Reserve, or direct send presentment cash letter) ("**Presented Checks**"). You authorize and instruct us to pay Presented Checks that match the serial numbers and amounts set forth in an Issued Check File received by us in your name, without further investigation or review by us. You agree that: (a) Presented Checks that match the check number and amounts are, and should be treated by us as, properly payable; (b) we have no duty to

inspect Presented Checks for unauthorized or improper signatures or alterations (including but not limited to altered payee) or otherwise to take steps to determine whether they are properly payable; and (c) we may compare Issued Check File information with information that is encoded on Presented Checks.

We assume no duty to identify and/or return duplicate checks, checks with duplicate serial numbers, miscoded items, checks with non-matching issue dates, or checks lacking an encoded serial number. We will not be required to physically examine matching checks to confirm that they are properly signed, completed and encoded. You agree that we may rely on the process described above and that it will be deemed an acceptable standard of care for this Service and your account.

Return of Presented Checks if No Issued Check File: If you fail to timely submit an Issued Check File, all items presented for payment against your accounts will be deemed to be unauthorized and will be dishonored and returned without payment. You agree that we may return all such items, and that our dishonor of them will not be wrongful. In these circumstances, even a properly payable item may be returned. You agree that this is acceptable to and authorized by you, and you waive any right you may have to claim that the dishonored item was properly payable or that the dishonored item caused you or others any loss or harm.

Exception Checks and Return of Exception Checks: If you submit an Issued Check File and there are Presented Checks that do not match the information you provide in the file, we will treat them as exceptions ("**Exception Checks**"). We will return all Exception Checks unless we receive a Pay decision on the items by our cutoff hour on the Business Day the checks are first reported in an Exception Check Report. If you take no action on an Exception Check Report or on any individual Exception Check or your Pay decision is not received by us before our cutoff hour, we will return the Exception Checks. We will send you an e-mail if you have any Exception Checks. The e-mail notice will inform you that an Exception Check report ("**Exception Check Report**") may be accessed using Business Online or Business Online Pro. The e-mail notice will be sent to the most current e-mail address we have for you in our Service files. This could be the address of your Administrator or another User. You agree to ensure that the appropriate e-mail address is kept up-to-date and is accurate at all times. You understand and agree that you cannot respond to the e-mail notice with "Pay" or "Return" decisions; instead, such decisions must be transmitted using Business Online or Business Online Pro.

Items Not Covered: This Service does not match your Issued Check File information against items that have been finally paid. Accordingly, finally paid items are not included in Service reports and will not show as Exception Checks. This Service also does not cover checks presented over the counter at one of our branches, or checks that we are committed to honor or pay under applicable laws, regulations or rules governing such items.

Stale-Dated and Postdated Checks: We may pay stale-dated and postdated checks unless you place a stop payment or remove them from your list of checks approved for payment.

Reviewing your Exceptions: You will review your Exception Checks and provide us with your "Pay" or "Return" decisions using Business Online or Business Online Pro no later than our cutoff hour each Business Day, whether or not you receive an e-mail notification from us. You understand and agree that it is your responsibility to monitor the Exception Checks using Business Online or Business Online Pro each Business Day, and that our e-mail notification is provided for customer service purposes only.

Payment of Exception Checks: If we pay an Exception Check in error, we will be liable to you for the lesser of the amount of the Exception Check paid in error or the actual damages you suffer from our payment of the Exception Check. However, if payment of the Exception Check discharged an indebtedness or obligation of yours, then you agree that our liability to you is reduced to the same extent.

Faulty Information: You agree to provide check information to us in the form, format and manner that we specify. You assume full responsibility for the completeness and accuracy of all information furnished to us. You understand that it is important for the information to be exact (for example, the correct amount of an item must include both dollars and cents). Our willingness to process nonconforming information will not be

considered a waiver of any requirement of this Agreement, and we may discontinue processing nonconforming information without prior notice.

In order for the Check Positive Pay Service to operate correctly, you must follow the check printing guidelines and the Issued Check File requirements described in the User Guide.

Stop Payment: This Service cannot be used to place a stop payment order on checks. To place a stop payment on a check, see Section 5 of this Agreement (the provision titled "Stop Payment Orders").

12. Check Payee Positive Pay Service. If you are enrolled in the Check Positive Pay Service, then you can also choose to enroll in the Check Payee Positive Pay Service, which provides the added feature of verifying the check payee name. You must follow the check printing guidelines and the Issued Check File requirements described in the User Guide in order to use this Service.

13. Sweep Account Service. This Service allows you to ensure that funds are not standing idle in multiple deposit accounts. We will transfer funds between your designated accounts at the end of each Business Day to maintain the target balance(s) you designate. Available options of this Service include Maximum Balance Sweep, Minimum Balance Sweep, and Zero Balance Sweep.

Maximum Balance Sweep: With this option, you designate a maximum target balance that you would like to keep in your primary account. When the collected balance in your primary account exceeds the maximum target balance at the end of any Business Day, excess funds are automatically transferred into your designated secondary account.

Minimum Balance Sweep: With this option, you designate a minimum target balance that you would like to keep in your primary account. When the balance in your primary account falls below the minimum target balance at the end of any Business Day, collected funds are automatically transferred from your designated secondary account as needed to maintain the minimum target balance in your primary account.

Zero Balance Sweep: This option allows you to pay checks or other debits while maintaining a zero balance in your primary account. At the end of any Business Day, collected funds are automatically transferred from your designated secondary account as needed to cover any checks or other debits that are presented against your primary account. When deposits are made to your primary account, collected funds are automatically transferred to your secondary account at the end of each Business Day.

Refusal: We may refuse to transfer funds if: (a) the transfer would exceed the transaction limitations of an account; (b) the funds are subject to a hold, setoff, third-party claim, dispute, legal process, or are otherwise unavailable for transfer; (c) there are insufficient funds to make the transfer; or (d) you are in breach of your Deposit Account Agreement or any other agreement with us.

Other Transfer Agreements: If you have arranged with us to have funds transferred to or from your deposit account(s) by means of another service, we may conduct transfers in accordance with these terms before or in lieu of making transfers under the other service. You agree that we will not be in default of the agreement for the other service as a result.

Overdrafts: We may sweep funds before or after other Transactions at the end of the Business Day. We may also debit your deposit account(s) in accordance with these terms even though, subsequent to such debit, the account becomes overdrawn as a result of additional transfers or withdrawals from the account, the return of unpaid checks, the imposition of fees, or any other cause. If that occurs, you may be charged an overdraft fee. See the Fee Schedule.

14. Credit Sweep Service. This Service allows you to automatically obtain advances from or make payments to your line of credit with us. We will transfer funds between your designated deposit account and line of credit at

the end of each Business Day to maintain the target balance you designate. Available options of this Service include Excess Balance Sweep and Deficiency Sweep.

Excess Balance Sweep: With this option, you specify a maximum target balance that you would like to keep in your designated deposit account. At the end of each Business Day, we will determine whether the collected balance in your deposit account exceeds the target balance (an “**Excess Balance**”). If we determine there is an Excess Balance, we will transfer from your deposit account to your line of credit the lesser of (a) the amount of the Excess Balance, or (b) the outstanding principal balance of the line of credit plus all interest, fees and charges then outstanding on the line of credit.

Deficiency Sweep: With this option, you specify a minimum target balance that you would like to keep in your designated deposit account. At the end of each Business Day, we will determine whether the collected balance in your deposit account is less than the target balance (a “**Deficiency**”). If we determine there is a Deficiency, we will transfer from your line of credit to your deposit account the lesser of (a) the amount of the Deficiency or (b) the amount that is available to be borrowed under the line of credit. In addition to other permissible method for making an advance against your line of credit, you authorize us to make advances against your line of credit as needed for any Deficiency sweeps in connection with this Service.

See the provisions titled “Refusal,” “Other Transfer Agreements” and “Overdrafts” in Section 13 (Sweep Account Service) for further applicable terms and conditions. Any line of credit you have with us will be governed by the loan agreements between you and us.

15. Lockbox Service. With this Service we will process checks, drafts and other payment instruments (“**Checks**”) which you receive by mail from others (“**Your Customers**”) by: (a) establishing a post office box address (“**Lockbox**”) where Your Customers may mail Checks to you; (b) arranging for the pickup of such Checks each Business Day; (c) endorsing Checks on your behalf; (d) depositing the Checks to your designated account (“**Account**”); and (e) providing related accounting and record keeping services. We and our Service providers will have exclusive and unrestricted access to the mail at the Lockbox as your agent.

Processing Options/Set Up: Before the Service begins, we may ask you to designate the procedures that you would like us to follow in processing Lockbox payments (e.g., the handling of irregular items). Any change to those processing options must be approved by us in writing. We and our agents may act on any instructions that: (a) purport to be made in your name; (b) reasonably appear to be made by a person that you have designated (e.g., on a setup form for this Service) to give Service instructions; and (c) are provided in accordance with our Service procedures.

Changes Affecting Our Service: You agree to notify us at least 30 days in advance of any material change in your business, name, remittance procedures, statements, Your Customer invoices or billing schedule that may affect our processing of payments or substantially increase the volume of payments received through the Lockbox.

Instructions to Your Customers: Once we notify you that we are ready to begin the Service, you may direct Your Customers to mail payments to you at the Lockbox. You will instruct Your Customers not to send cash, returned merchandise, notices, communications or other materials (not previously approved by us in writing) with their payments to the Lockbox. Unless we agree otherwise in writing, we assume no duty to you or others with respect to such items and may return them to the sender or forward them to you at your sole risk and expense. We have no obligation to respond to Your Customers regarding billing disputes, and you agree not to advise Your Customers to contact us with respect to their payments or this Service.

Our Processing of Checks: We will collect mail from the Lockbox at least once each Business Day and will process the contents in accordance with the instructions that you and we have agreed upon in writing (e.g., in the setup form for the Service). You authorize us to endorse Checks that are sent to the Lockbox and to deposit payments received through the Lockbox to your Account.

We may accept Checks for deposit without endorsement and regardless of any difference between the name of the payee and your legal or fictitious business name. You will be deemed to warrant the endorsement of all Checks that we receive through the Lockbox, as well as your right to receive such items for deposit to your Account. If we process a Check payable to a third party, you warrant to us and to any correspondent institution that we may use that you are authorized to deposit the Check to your Account. You also agree to indemnify us and the correspondent institution against any claim for breach of warranty. This provision shall survive the termination of this Agreement.

We will deposit Checks to the Account in accordance with the Deposit Account Agreement. Payments received on a Saturday, Sunday or holiday, or after our Service cutoff hour on a Business Day, may be processed by us on the following Business Day.

Neither we nor our Service providers will be responsible for any loss, delay, cost or liability which arises, directly or indirectly, in whole or in part, from any Check that is lost, destroyed, or misplaced while in transit before the Check physically arrives at the premises of the Bank or our Service provider. In no event shall we be liable for any loss of cash that Your Customer alleges has been sent to the Lockbox.

Irregular Items: We may reject Checks for deposits that are irregular in any way, but assume no responsibility for our failure to do so. Unless we agree otherwise in writing, we may process, send for collection, or forward to you for disposition: Checks that contain discrepancies (e.g., a difference between the written and numerical amounts), postdated Checks, stale dated Checks, Checks bearing payee names different from your name (or any fictitious or other business name that you provide us for that purpose), Checks that do not bear the drawer's signature, Checks that appear to be altered, Checks drawn on a foreign bank or in a foreign currency, and other irregular items.

We assume no obligation to identify and/or return items bearing notations such as "Payment in Full."
[Note: Some of Your Customers imprint such notations on checks as a normal business practice. We generally process such items.] Unless we agree otherwise in writing, we assume no duty to confirm that any payment equals the amount of any accompanying payment coupon, statement or invoice. You agree not to send or have others send registered warrants, remotely created checks or demand drafts (items that do not bear the maker's signature, but purport to be authorized by the maker) to the Lockbox.

Record of Payments: We will make a copy or record of each Check processed pursuant to this Service. At your request and expense, we will prepare copies of Checks for you. You acknowledge that microfilm or image processing is subject to error on occasion and agree to hold us and any third party processor we use harmless from all claims, actions, damages, attorney's fees and costs associated with our inability to produce copies of Checks.

Post-Termination: You agree to notify Your Customers to stop sending payments through the Lockbox following the termination of this Service. At your request, we may (in our sole discretion) agree to continue processing payments and/or will forward mail received through the Lockbox to you for a specified period of time following the date of termination. Such processing will be subject to the terms of this Agreement in effect on the date of termination. Otherwise: (a) we may terminate the Lockbox and/or refuse to pick up any further mail from the Lockbox; (b) we will forward or send to you by courier (at your expense) any Lockbox mail that comes into our possession; or (c) we may return or send, at your expense, any Lockbox mail to the sender (if known).

16. Cash Vault Service. With this Service we will make arrangements with a cash vault service company ("**Company**") to accept coin, currency and/or other items as agreed upon between you and us, from you for deposit to your Bank account(s). We also will make arrangements with the Company, at your request, to provide cash to you.

We will not accept any checks, foreign or domestic, via this Service. Any checks sent will be returned by the Company via standard mail.

Your Courier: You will need to make arrangements with a courier or armored carrier approved by the Company (“**Courier**”) to transport deposits and withdrawals (“**Shipments**”) between your locations and the Company. Your contract with the Courier will govern any losses between you and the Courier. The Courier will act as your agent while transporting Shipments. You will not have direct access to funds at Company’s cash vault locations. Before using the Courier, you must designate the identity of the Courier in writing to us. If, at any time, you wish to change the identity of the Courier, you must provide us prior written notice.

Your Instructions: You authorize us to accept Service instructions from any authorized signer on your Bank account(s), Company, Courier, and/or from any other person you designate for that purpose. We may act upon the instruction of any one person, even if your internal process calls for two or more signatures on instructions, orders or checks. We may refuse any Service instruction that we cannot confirm to our satisfaction. You agree that this procedure is reasonable, given the nature, size and frequency of your Service Transactions. You agree to be bound by any Service instruction that we receive in this manner, even if the instruction is not authorized by you. You solely bear the risk of fraudulent or unauthorized transfers and other losses arising from your Internal Security Breaches or Internal Security Losses.

You must provide us with at least 15 days’ prior written notice of any requested change in your Company, Courier, Shipment order limits (if applicable), standing order instructions and other Service parameters. We will advise you when the change will become effective. After initial setup of the Service, any subsequent instructions are strictly between you and the Company and Courier, and we have no responsibility or liability for such instructions. You acknowledge and agree that we can discuss your account with the Company and/or the Courier.

Deposits: You may deliver deposits to us through the Service only through the Courier designated in writing to us. You agree to comply with the cash vault procedures (the “**Procedures**”) that we and/or the Company adopt from time to time. Your Shipments must be made in sealed bags that are approved for use by the Company and must be accompanied by deposit tickets. The Company or we may reject any Shipment that we or the Company find unacceptable or irregular (e.g., shipment bags that have holes or are not properly sealed).

Shipments made in accordance with the Procedures will be deposited by us into your designated Bank account(s). The timing of the deposit may depend on whether your deposit is received by the Company before or after the processing cutoff hour for the Service. Shipments received before the cutoff hour on a Business Day will be provisionally credited to your account(s) on the morning of the following Business Day. If your deposit is received after the cutoff hour or on a weekend or holiday, however, it may not be available for an additional Business Day.

Company will provide the Courier with a receipt for each Shipment, and certain information regarding your deposit will be reflected in your regular monthly statement. Information regarding your Shipments may also be made available to you electronically by the Company.

Our records and the adjusted records of the Company with respect to the contents of your Shipment will be deemed conclusive evidence of the contents of your Shipment. Any adjustments made by Company will be credited or debited to your account.

Cash Withdrawals: You agree to follow the Procedures when ordering cash for withdrawal. You also agree to verify all cash Shipments in the manner described below and as otherwise directed by the Company (either directly or through us).

Withdrawal Orders – You may submit cash withdrawal orders (and change or cancellation orders) to the Company by telephone or by online portal, using the security procedure established by the Company, which you agree is reasonable. We will charge your designated account for the amount of the order and direct the Company to disburse cash to you. You must provide the Company with your cash withdrawal order at least one Business Day prior to the requested date of the Shipment. We or the Company may reject any cash withdrawal

orders if you do not have sufficient available funds. You agree that we are entitled to rely on cash withdrawal orders (and change or cancellation orders) received by the Company on your behalf.

Verification of Cash Shipments – You agree to promptly verify the amount of cash you receive in any Shipment. The Company will require your Courier to sign a receipt for each Shipment.

Notification of Differences – You will report cash differences to us and the Company within five days of your receipt of a cash Shipment. The report must be in writing and must be accompanied by the shipping bag and any accompanying documentation. Differences of \$50.00 or more must be reported immediately by telephone, followed by a written report to us and the Company.

If you fail to comply with the inspection, verification and notification procedures required by this Agreement, you will be deemed to have waived any claim against the Bank for lost, mutilated or missing cash.

Risk of Loss: The Company and the Courier will be deemed your agents, not agents of the Bank. As between you and the Bank, you assume all risk of loss of or damage to Shipments while they are in transit to or from Company's location. Your Shipments will not be deemed to be received by us unless and until they are (a) received, counted and reconciled against your deposit tickets at the cash vault by the Company, and (b) we are notified that the Shipments have been verified as correct by Company. Information set forth in Company receipts is subject to later adjustment, based on Company's review of your deposit. We may charge your account with us for any adjustments made by the Company involving deposits (e.g., for counterfeit currency).

Cash withdrawals will be deemed received by you when the cash Shipments are delivered by the Company to your Courier. We make no warranty or representation regarding your Courier nor do we assume any liability whatsoever for any action or omission of the Courier. You are solely responsible for determining whether the Courier has adequate insurance coverage in connection with any risk of loss. If you have a claim against the Company or the Courier, we may, but are not obligated to, assist you with that claim. However, we will not be liable if we are unable to assist you with a claim against the Company or the Courier.

Reliance on Company: Our ability to provide the Service is dependent upon the availability of the Company to provide certain related services. You agree that we will have no liability to you if Company is unable or unwilling for any reason beyond our immediate control to provide services required for the Service.

Notices: You agree to notify us immediately if you discover: (a) any error or discrepancy between your records and the information we provide to you about your accounts or Shipments (e.g., in a statement, confirmation, or electronic report); (b) unauthorized Transactions involving any account; or (c) other problems related to the Service. You must send us a written notice of any discrepancy or other problem, including a statement of the relevant facts, within a reasonable time (not to exceed 5 days from the date you first discover the problem or 5 days from the date you first receive information reflecting the problem, whichever occurs first).

17. ACH Positive Pay. This Service provides you with a way to identify and help prevent the payment of ACH transactions that you may not have authorized. The ACH Positive Pay Service allows you to establish parameters on all incoming ACH transactions to your account. You authorize and instruct us to pay ACH transactions within your parameter list aka "authorized list" or the "white list" without further investigation or review by us. You agree that incoming ACH transactions that match your "authorized list" or "white list" are, and should be treated by us as authorized payments. We have no further duty to validate the payment instruction.

Exception ACH Transactions and Return of Exception ACH Transactions: Any ACH transactions not in your "authorized list" or "white list" will be treated as exceptions ("**Exception ACH**"). Generally, we will send you an e-mail notice if there are Exception ACH transactions informing you that an Exception ACH report ("**Exception ACH Report**") may be accessed using Business Online or Business Online Pro. You will review your Exception ACH Report using Business Online or Business Online Pro and provide us with your "Pay" or "Return" decision(s) no later than our cutoff hour of 12:00 p.m. Pacific each Business Day, whether or not you receive an e-mail

notification from us. You understand and agree that it is your responsibility to monitor the Exception ACH Report and provide us with your decision(s). The e-mail notice will be sent to the e-mail address in our files. This could be the address of your Administrator or another User. You agree to ensure that the appropriate e-mail address is kept up-to-date and is accurate at all times.

We will return all Exception ACH transactions unless otherwise instructed with a Pay decision on the items by our cutoff hour of 12:00 p.m. Pacific on the Business Day the ACH transactions are first reported in an Exception ACH Report. If you take no action on an Exception ACH transaction Report or on any individual Exception ACH transaction, or your Pay decision is not received by us before our cutoff hour of 12:00 p.m. Pacific, your transaction will be returned. In these circumstances, even a properly authorized transaction may be returned and you waive any right you may have to claim that the transaction was authorized.

Payment of Exception ACH Transactions: If we pay an Exception ACH transaction in error, we may be liable to you for the lesser of the amount of the wrongfully paid Exception ACH transaction or the actual damages you have suffered from our payment of the Exception ACH transaction. However, if payment of the Exception ACH transaction discharged an indebtedness or obligation of yours, then you agree that our liability to you is reduced to the same extent.

Faulty Information: You agree to provide ACH transaction information to us in the form, format and manner that we specify. You assume full responsibility for the completeness and accuracy of all information furnished to us. You understand that it is important for the information to be exact (for example, the correct Standard Entry Class Code, Company ID, amount of an item must include both dollars and cents, etc.). Our willingness to process nonconforming information will not be considered a waiver of any requirement of this Agreement, and we may discontinue processing nonconforming information without prior notice. You are responsible for updating your authorized list should a specific debit or credit entry(ies) is/are later revoked.

18. ACH Blocks. The ACH Block Service allows you to restrict the posting of all ACH transactions to your account. Per your instructions, we will return all ACH transactions presented against your account. ACH transactions refer to ACH debits, credits, or both debit and credit transactions. Any transactions converted into an ACH entry such as check will also be returned.

19. Integrated Payables and File Transmission. These Services provide you access to receive information reporting and initiate transaction request files for Business Online or Business Online Pro or other transaction processing systems using File Transmission Protocols from your authorized system operator. The following transaction types are available for initiation using the Integrated Payables Service, subject to the terms applicable to each Service:

- Account Transfer;
- Wires;
- ACH Origination;
- Check Positive Pay.

The following report types are available for receipt using the File Transmission Service, subject to the terms applicable to each Service:

- Account Entitlement Report;
- Information Reporting;
- ACH Reporting;
- Transaction Confirmations.

Some of the above-referenced transaction and/or report types may be unavailable to you.

You authorize us to store, process, transmit and make available through subcontractors and systems and through third party data processing providers information regarding your accounts and transactions. We will provide your information regarding your account(s) with us through the System on a periodic basis.

Using the Service: In order to use the Integrated Payables and/or File Transmission Services, you will be required to purchase, install and maintain the necessary software in order to receive and transmit data in specified Bank approved file formats. You agree to maintain and implement the security controls recommended by your third party software, such as: Approval Workflow, Separation of Duties, Passwords, and Audit Trails. You are responsible for learning how to use the Integrated Payables and/or File Transmission Services and related Software in accordance with the third party software rules and requirements, the User Guide and online instructions. You further agree to contact us directly if you have any problems with Integrated Payables and/or File Transmission Services. You also accept responsibility for making sure that you know how to properly use and maintain the hardware you choose to use to access the Integrated Payables and/or File Transmission Services (“**Access Device**”).

Authorized System Operator: You must designate one or more “**Authorized System Operator(s)**” who you authorize to send and receive files on your behalf using the Integrated Payables and File Transmission Services. The Authorized System Operator may utilize your Access Device or secure file transfer protocols to transmit files. When received from your Authorized System Operator or Access Device, transaction initiation files will be treated as accurate and fully approved and will be processed in accordance with the applicable transaction type service terms and conditions. Files received from system operators or Access Devices not previously authorized by you will be rejected. By enrolling in these Services, you expressly agree that the Bank may act upon any instructions received by the Bank from you or your Authorized System Operator; you further agree that the Bank has no obligation to validate any instructions received by the Bank from you or your Authorized System Operator.

Relationship to Third Party Agreements: You agree that, when you use Integrated Payables and File Transmission Services, you remain subject to the terms and condition of your existing agreements with any third party service providers. You understand that those agreements may provide for fees, limitations, and restrictions which might impact your use of the Integrated Payables and File Transmission Services (such as data usage or storage charges imposed on you by your service provider) for your use of or interaction with the Integrated Payables and File Transmission Services, which may include downloading software, receiving or sending Bank-related messages, or other use of your Access Device when using the Integrated Payables and File Transmission Services. You agree to be solely responsible for all such fees, limitations and restrictions. You also agree that only your third party service provider is responsible for its products and services. Accordingly, you agree to resolve any problems pertaining to your Access Device with such provider directly.

Security of Data Transmission and Storage: In the event you access the Integrated Payables and File Transmission Services using a wireless Access Device, you acknowledge that any wireless access to your accounts may not be secure and, as such, you assume all the risk associated with unauthorized access to the Integrated Payables and File Transmission Services and any information contained therein, resulting from such wireless connectivity.

In any event and without limiting the foregoing, you assume all risk that any information you download or otherwise store on your Access Device may be accessed by unauthorized third parties. We are not responsible for the security and confidentiality of information when you: (i) use wireless connections to access, transmit or download your account information, in which case you acknowledge such connection may permit other persons to access the information being downloaded, (ii) download your account information to your Access Device, or any other hardware; or (iii) allow other persons access to your Access Device, or the Integrated Payables and File Transmission Services. You agree that any account information that you download is done at your own risk and you are solely responsible for any damage that might occur to the electronic device to which you download any

information, or any loss or corruption of data that might occur as a result of the downloading or its storage on an electronic device.

YOU AGREE TO TERMINATE THE INTEGRATED PAYABLES AND FILE TRANSMISSION SERVICES, AND/OR DISABLE YOUR REGISTERED ACCESS DEVICE FROM THE INTEGRATED PAYABLES AND FILE TRANSMISSION SERVICES, IMMEDIATELY IN THE EVENT YOUR ACCESS DEVICE BECOMES LOST, STOLEN OR IS NO LONGER IN USE BY YOU.

Your Obligations: You represent and warrant the following by enrolling for Integrated Payables and File Transmission Services, or by using the Integrated Payables Services:

Account Ownership/Accurate Information: You represent that you are the legal owner or an authorized user of the accounts and other financial information which may be accessed via the Integrated Payables and File Transmission Services. You represent and agree that all information you provide to us in connection with the Integrated Payables Services is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using the Integrated Payables and File Transmission Services. You agree not to misrepresent your identity and your account information. You further agree to keep your account information up to date and accurate. You represent that you are the only authorized user of the Access Device that you will be using to access the Integrated Payables and File Transmission Services. You agree not to deactivate or disable any password protection or other security protocols or protections or reliability technology incorporated in the Software, as applicable, and will assume responsibility for any unauthorized transactions, including inquiries and transfers, that occur as a result of that deactivation or disabling action.

User Conduct: You agree not to use the Integrated Payables and File Transmission Services or the content or information delivered through the Integrated Payables and File Transmission Services in any way that would: (i) infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (ii) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of the Integrated Payables and File Transmission Services to impersonate another person or entity; (iii) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination, false advertising or illegal Internet gambling); (iv) be false, misleading or inaccurate; (v) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (vi) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (vii) potentially be perceived as illegal, offensive or objectionable; (viii) interfere with or disrupt computer networks connected to the Integrated Payables and File Transmission Services; or (ix) use the Integrated Payables and File Transmission Services in such a manner as to gain unauthorized entry or access to the computer systems of others.

Service Limitations: The availability, timeliness and proper functioning of the Integrated Payables and File Transmission Services depends on many factors, including network availability, and the proper functioning and configuration of hardware, the Software and your Access Device. Neither we nor any of our service providers warrants that the Integrated Payables and/or File Transmission Services will operate without interruption, and neither we nor our service providers shall be liable for any loss or damage caused by any unavailability of the Services, including service interruptions, delays, or loss of personalized settings. Neither we nor any of our service providers assumes responsibility for the operation, security, functionality or availability of any Access Device, the Software or network which you utilize to access the Services. You agree to exercise caution when utilizing the Services on your Access Device and use good judgment and discretion when obtaining or transmitting information available by the Bank on its Internet website are derived from sources which the Bank reasonably believes to be reliable but you agree that neither the Bank nor any third party shall be liable or responsible for any action or inaction taken or not taken by you in reliance on such information or any of it. The Bank does not guarantee the accuracy, completeness, timeliness or correct order of any of the information

and the fact that information is available on the website does not constitute a recommendation by the Bank of any of the information.

No Warranties. You acknowledge that we have not acted as your advisor or as a fiduciary with respect to the Service. THE SERVICE IS MADE AVAILABLE TO YOU "AS IS" AND THE BANK MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SERVICE.

The Bank shall not be liable to you for any direct or indirect damages or losses suffered or incurred by you in connection with the Service or for any failure to provide or delay in providing access to the Service except to the extent such damages or losses arise directly from the gross negligence or willful misconduct of the Bank. Liability on any cause of action arising out of this Service shall be limited to making error corrections or reprocessing the affected Transaction at the agreed rate, or both. Notwithstanding any provision herein to the contrary, IN NO EVENT SHALL THE BANK HAVE LIABILITY FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE, OR INDIRECT DAMAGES OR LOSSES WHETHER ANY CLAIM FOR SUCH DAMAGES OR LOSSES IS BASED IN TORT OR IN CONTRACT OR WHETHER THE BANK KNEW OR SHOULD HAVE KNOWN OF THE LIKELIHOOD OF SUCH DAMAGES.

GENERAL PROVISIONS

20. Amendments. Unless otherwise required by law, we may add to, delete or change the terms of this Agreement, the Security Procedures, the Service fees, and the User Guides without prior notice (e.g., by posting the information in our offices, on our website, or otherwise making it available to you).

21. Assignment. We may assign our rights and delegate our duties under this Agreement. You may not assign any right or delegate any obligation under this Agreement without our prior written consent.

22. Audit. You agree to cooperate with us in any audit we undertake to confirm your compliance with this Agreement. You also agree to provide us with information regarding the nature of your business, your principal owners, the Transactions subject to this Agreement, and (if applicable) the reasons for any returns, promptly upon our request.

23. Authorization. We will act upon the instruction of only ONE account owner or authorized signer with regards to any of the Service elements described herein (for example, to wire funds or to initiate ACH or other payment options), even if the signature card for the account in question requires dual authorization.

24. Cutoff Hours and Business Days. Some of our Services are subject to processing cutoff hours. Information on cutoff hours can be found in certain User Guides and Service schedules. You also can obtain information on cutoff hours by calling us at 1-855-351-2262. Our Business Days are Monday through Friday, excluding holidays ("**Business Days**"). Instructions received after a cutoff hour or on a non-Business Day may be deemed received the next Business Day. Services may occasionally be unavailable due to needed maintenance or system/network interruptions.

25. Electronic Mail/Internet. If you send us electronic mail ("**e-mail**"), we may not receive or review it immediately. We will have a reasonable time to act upon any e-mail request or notice, and reserve the right to reject any Transaction or request received by e-mail (e.g., a request to wire funds). You acknowledge that, even though e-mail may be encrypted, we cannot ensure that it will not be intercepted or affected by the actions or omissions of others, such as third party networks or persons with access to the Internet. Neither our service providers nor us assume any responsibility for viruses created by third parties, or for any third party's unauthorized access to, or use of, your computer system. Do not include any sensitive information about yourself or your accounts in e-mail unless the email is encrypted and sent through a secure e-mail system.

26. Entire Agreement. This Agreement incorporates, supplements, and supersedes where inconsistent the terms of your Deposit Account Agreement with us. Please see your Deposit Account Agreement with respect to waivers, severability, and overdrafts. Unless we provide otherwise in writing, this Agreement and the Deposit

Account Agreement constitute (along with any related Service applications, addenda, setup forms, disclosures, User Guides, and schedules) the entire agreement between you and us with respect to the Services.

27. Fees. You agree to pay us the fees we establish for each of the Services, as set forth in our current Business Schedule of Fees and Charges as may be amended from time to time, including any specific proposals which we may present to you (herein, the “**Fee Schedule**”). If you have analyzed accounts, you may be able to use your available earnings credit to offset certain Service charges. If your analyzed accounts contain funds belonging to third parties, you represent that your use of any related earnings credit is not limited by law, regulation or any agreement with such third parties, and that you have any required authorization by such third parties for such use. See the Deposit Account Agreement (“**Third Party Funds**”) for further terms and conditions.

In addition to the Service fees, you agree to pay for all taxes, tariffs, fines, penalties and assessments levied or imposed by any government agency in connection with the Services, this Agreement, and/or the Equipment made available to you (excluding any income tax payable by us). You also are responsible for the costs of any communication lines and any data processing charges payable to third parties.

28. Financial Statement. You agree to provide us with a current financial statement and other information regarding your financial condition upon our request.

29. Governing Law/Compliance/Proper Purpose. This Agreement will be governed by and construed in accordance with the laws of California, without reference to its conflict of law provisions. You represent and warrant that you will not process any Internet gambling Transactions, or use any Service or conduct or facilitate any Transaction for any illegal or improper purpose, and you further represent and warrant that you will comply with all applicable laws, rules and regulations.

30. Indemnification. In addition to any other rights we may have under this Agreement or any related agreement, or at law or in equity, and except as expressly limited by applicable law or regulation, you agree that you will indemnify, defend, and hold harmless the Bank and our directors, officers, shareholders, employees and agents, from and against any and all suits, proceedings, claims, demands, causes of action, damages, expenses (including reasonable attorneys’ fees and other legal expenses), liabilities and other losses (“**Indemnified Losses**”) that result from or arise out of: (a) the wrongful acts or omissions of you, or any person acting on your behalf (including without limitation your authorized processor, if any), in connection with your use of your accounts or services we offer to you, including, without limitation: (i) the breach by you of any provision, representation or warranty; (ii) the negligence or willful misconduct (whether by act or omission) of you, your customers, your authorized processor (if any) or any third party on behalf of you; (iii) any misuse of the account or services by you, or any third party within the control or acting on behalf of you; or (iv) the failure by you to comply with applicable state and federal laws and regulations applicable to you; (b) any act or omission of ours that is in accordance with this Agreement or instructions from you; (c) actions by third parties, such as the introduction of a virus that delays, alters or corrupts the transmission of information to us; (d) any loss or corruption of data in transit from you (or on your behalf) to us; (e) any warranty that we or a correspondent bank are required to make to a third party in connection with a Service; or (f) your use or distribution of any equipment or software made available to you through a Service that is inconsistent with the license or sublicense that you receive. This provision shall survive the termination of this Agreement.

31. Information Processing and Reporting. We offer a number of Services that require us to receive process and report information involving your accounts and Transactions. We will not be responsible for determining the accuracy, timeliness or completeness of any information that you, your agents or others provide to us. We will not have a duty to interpret the content of any data transmitted to us, except to the limited extent set forth in this Agreement. Unless otherwise agreed in writing, we will not be required (by means of any Security Procedure or otherwise) to detect errors in the transmission or content of any information we receive from you or third parties. Our sole responsibility for any reporting errors caused by us will be to reprocess the information

for the period in question and to provide corrected reports at our own expense. You agree to maintain adequate backup files of the data you submit for a reasonable period of time in order to facilitate any needed reconstruction of your Transactions (e.g., due to a telecommunications failure). If we are unable to provide a Service for any reason, we will promptly inform you of the problem and will take reasonable steps to resume processing.

We are not responsible for the manner in which you use any information provided or made available to you through a Service. We are not responsible for any cash management program or financial software used by you. We do not commit to continue to provide information in any particular format or otherwise in a manner that is compatible with any program used by you.

32. Judicial Reference. If a dispute involving \$50,000 or more (including all claims of all parties) arises between us with respect to this Agreement, its enforcement, or the Services described herein, such dispute shall be resolved by judicial reference in accordance with California Code of Civil Procedure, Sections 638, et seq. The referee shall be a retired judge, agreed upon by the parties or appointed by the court. The costs of the reference procedure, including the fee for the court reporter, shall be paid equally by all parties as the costs are incurred. The referee shall hear all pre-trial and post-trial matters, including requests for equitable relief, prepare an award with written findings of fact and conclusions of law, and apportion costs as appropriate. The parties shall be entitled to discovery, which shall be conducted in the same manner as it would be before a court under the rules of discovery applicable to judicial proceedings. The private judge shall oversee discovery and may enforce all discovery rules and orders applicable to judicial proceeding in the same manner as a trial court judge. The parties agree that the selected or appointed private judge shall have the power to decide all issues in the action or proceeding, whether of fact or of law, and shall report a statement of decision thereon pursuant to the California Code of Civil Procedure Section 644(a). The private judge shall also determine all issues relating to the applicability, interpretation, and enforceability of this paragraph. If the parties do not agree on how the payment of the private judge's fees and expenses will be shared, the court may apportion such fees and expenses between the parties in a fair and reasonable manner that is consistent with the Code of Civil Procedure Section 645.1. Judgment upon the award shall be entered in the court in which such proceeding was commenced and all parties shall have full rights of appeal. All such proceedings shall be closed to the public and confidential and all records relating thereto shall be permanently sealed.

This provision will not be deemed to limit or constrain either party's right to exercise self-help remedies such as set off, to obtain provisional or ancillary remedies such as injunctive relief or the appointment of a receiver, to interplead funds in the event of a dispute, to exercise any right or remedy as a secured party against any collateral pursuant to the terms of a security agreement, or to comply with legal process involving accounts or other property. Venue for any action brought in accordance with this provision shall be in the State of California, County of Orange. This provision shall survive the termination of this Agreement.

33. Limitation of Liability. Except as otherwise stated in this Agreement or as specified by applicable law, we will be liable to you only for actual damages arising directly from our intentional misconduct or gross negligence. "Ordinary care" requires only that we follow standards that do not vary unreasonably from the general standards followed by similarly situated banks. Unless otherwise expressly agreed in writing, our relationship with you will be that of debtor and creditor. That is, we owe you the amount of your deposit. No fiduciary, quasi-fiduciary or other special relationship exists between you and us. We owe you a duty of ordinary care. Our policies and procedures are general internal guidelines for our use and do not establish a higher standard of care for us that is otherwise established by the laws governing your account. A clerical error or an honest mistake will not be considered a failure by us to perform any of our obligations.

Except to the extent limited by applicable law, we are not liable for loss, damage, harm or expense ("**Loss**") that arises, directly or indirectly, in whole or in part, from: (a) your actions or omissions, or those of third parties which are not within our immediate and reasonable control (including, but not limited to, any Internal Security Breaches,

Internal Security Losses, or the interception, corruption and/or modification of instructions that you send to us); (b) your negligence or breach of any agreement with us; (c) any ambiguity, inaccuracy or omission in any instruction or information provided to us; (d) any error, failure or delay in the transmission or delivery of data, records or items due to a transmission error or a breakdown in any computer or communications facility; (e) accidents, strikes, labor disputes, civil unrest, fire, flood, water damage (e.g., from fire suppression systems), failure of communication systems, pandemics, power outage, acts of third parties, issues with funds transfer systems, or acts of God; (f) causes beyond our reasonable control (including but not limited to the failure of other financial institutions to accept or perform in connection with items or other charges); (g) the application of any government or funds-transfer system rule, guideline, policy or regulation; (h) the lack of available funds in your account to complete a Transaction; (i) our inability to confirm to our satisfaction the authority of any person to act on your behalf; or (j) your failure to follow any applicable software manufacturer's recommendations or our Service instructions. There may be other exceptions to our liability, as stated in your Deposit Account Agreement or other agreements with us.

Our liability for any act or failure to act is limited to your direct Loss (and interest on that Loss, if required by law). Our liability will be reduced: (a) by the amount of the Loss that is caused by your own negligence or lack of care; (b) to the extent that damages could not have been avoided by our exercise of ordinary care; and (c) by any Loss recovery that you obtain from third parties (apportioned in accordance with this provision). We will not be liable for any Loss that is caused in part by your negligence if we acted with ordinary care. Except if specifically imposed by statute that cannot be waived between parties, **WE ARE NOT LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES**, such as Loss or damage from subsequent wrongful dishonor from our acts or omissions, even if we are aware of the possibility of the same.

Our liability and your remedy for actual costs and Losses resulting from our failure to transmit funds in the correct amount or to the correct beneficiary listed in your funds transfer Orders shall not exceed the direct money damages that you incur as a result of the failure (e.g., the amount of a wire transfer that is sent to the wrong party, or the amount by which a transfer exceeds the amount you authorized, plus interest required by law). In all other cases, our liability and your remedy for actual costs and Losses resulting from our actions and/or omissions, whether the claim is in contract or tort, will not exceed the lesser of (i) six times the average monthly charge for the Service(s) in question for the three months immediately preceding the cost or loss, or (ii) \$25,000.

You agree to cooperate with us in any loss recovery efforts we undertake to reduce any loss or liability that arises in connection with your Services. You agree to pursue all rights you may have under any insurance policy covering any Loss and to provide us with information regarding coverage. Our liability will be reduced proportionately in accordance with our responsibility for any Loss, and by the amount of any insurance proceeds you receive or are entitled to receive for the Loss. If we reimburse you for a Loss and the Loss is covered by insurance, you agree to assign us your rights under the insurance policy to the extent of our reimbursement, in accordance with this provision. You waive all rights of subrogation against us with respect to any insurance policy or bond.

You acknowledge that our Service fees have been established in contemplation of: (a) these limitations on our liability; (b) your agreement to review statements, confirmations, and notices promptly and to notify us immediately of any discrepancies or problems; and (c) your agreement to assist us in any loss recovery effort. This provision shall survive the termination of this Agreement.

34. Limitation on Time to Bring Action. Unless otherwise required by law, any claim, action or proceeding by you to enforce the terms of this Agreement or to recover for any Service- related loss must be commenced within one year from the date that the event giving rise to the claim, action or proceeding first occurs.

35. Notices. You agree to notify us immediately if you discover: (a) any error or discrepancy between your records and the information we provide to you about your accounts or Transactions (e.g., in a statement, confirmation, or electronic report); (b) unauthorized Transactions involving any account; (c) a breach in the confidentiality of any Password; or (d) other problems related to the Services. You must send us a written notice of any discrepancy or other problem, including a statement of the relevant facts, within a reasonable time (not to exceed 14 days from the date you first discover the problem or receive information reflecting the problem, whichever occurs first). If you fail to notify us in writing within 14 days, you agree that, in addition to any other limitations on our liability: (a) in the case of an erroneous funds transfer, you will be liable for all losses up to the amount thereof (as well as any loss of interest), which result from your failure to give us such notice or which might have been prevented by your giving us such notice; and (b) in the case of an unauthorized funds transfer, we will not be liable for any loss of interest which results from your failure to give us such notice or which might have been prevented by your giving us such notice.

You agree to provide us with at least 30 days' advance notice of: (a) any material (20% or greater) change in your ownership; (b) any material change in the type, scope or nature of your business; or (c) any anticipated (20% or greater) increase in the amount or volume of your automated clearing house transactions over the preceding calendar quarter (if applicable). Unless otherwise agreed, notices required by this Agreement must be in writing. Notices to you may be mailed or sent to you at the statement, e-mail or mailing address we have on file in our deposit or Service records, or by posting the notice at our website. You agree to provide us with notice of any change in your address or email address. Notices to us must be sent to us at Banc of California, N.A., Attn: Treasury Management Services, 3 MacArthur Place, Santa Ana, CA 92707. We may monitor and record your telephone and electronic communications in connection with the Services at any time.

36. Records. Unless a different period is provided in a User Guide, you will retain and provide to us, upon request, all information necessary to remake or reconstruct any transaction, transmission, file or entry until ten Business Days following receipt by us of the transaction document, tape, file, entry, transmission, or other order affecting an account.

37. Reliance on Third Parties. Our ability to provide certain Services is dependent upon our ability to obtain or provide access to third party vendors and networks. In the event any third party is unavailable or we determine, in our discretion, that we cannot continue providing any third party network access, we may discontinue the related Service or may provide the Service through a different party. In such situations, we will have no liability for the delay or unavailability of access. You acknowledge that your rights under this Agreement are solely and exclusively against the Bank; you have no right or recourse against any third party service provider that we may use in providing our Services. We will not be responsible for any services you receive from third party vendors.

38. Reserve Account. We may require that you establish and maintain a reserve account ("**Reserve Account**") with us to cover your obligations under this Agreement. For our Remote Deposit Capture Service, this includes (without limitation) Service transactions which: (a) the ostensible drawers of Checks claim lack their endorsement or authorization; (b) the drawers of Checks claim are in an amount and/or on terms not authorized by them; and/or (c) are subject to claims of breach of warranty. You grant us a security interest in the Reserve Account for all obligations owing to us under this Agreement. The Reserve Account will only bear interest if it is opened by you and us as an interest-bearing account. You shall deposit the amount that we designate in the Reserve Account within five days from our request.

If we determine that your reserves may not be sufficient to cover our risk for potential claims (e.g., based on factors such as the volume and amount of past or current returns/claims, your financial condition, the risk of new product offerings by you, fraud losses, substantial increases in the average number or amount of transactions, and other relevant circumstances), we may increase the amount of the required reserve by providing a notice to you. If you fail or refuse to deposit sufficient reserves promptly upon our request, we may transfer funds to the Reserve Account from the proceeds of your deposits or from your other accounts with us.

We may charge any of your accounts, including the Reserve Account, for any loss or claim. Your obligation to us for any loss or claim, and our right to charge your accounts, will not be limited by the balance or existence of any reserve. Upon the termination of this Agreement, we may require, and you shall promptly deposit, funds in the Reserve Account that we estimate may be needed to cover potential returns and claims that may arise after termination. This provision shall survive the termination of this Agreement.

39. Screening. We may screen payment orders that would result in debits or credits to your account for compliance with applicable laws, rules, and regulations. Where we believe a credit to your account may be subject to being blocked or frozen under the OFAC-administered sanctions laws of the United States or of sanctions laws of another country, or may be otherwise suspicious or illegal, we may block (or “freeze”) the funds and deny you access to them for a reasonable time sufficient to allow us to resolve the matter.

40. Security Interest. You grant us a security interest in your accounts with us (other than fiduciary accounts maintained for the benefit of others) to secure the repayment of any overdraft or other obligation that you incur under this Agreement.

41. Termination. Either party may terminate this Agreement as to some or all of the Services, with or without cause, by giving 30 days’ prior notice to the other party. We may suspend or terminate any Service or this Agreement immediately and without prior notice if: (a) you breach any agreement with us; (b) the confidentiality of your Password is compromised; (c) we have reason to believe that an unauthorized Transaction has taken or may take place involving any of your Accounts or any of the Services; (d) you become insolvent or the subject of a bankruptcy, receivership, or dissolution proceeding; (e) we are uncertain as to any person’s authority to give us instructions regarding your accounts or the Services; or (f) we believe that your conduct in using any of the Services may violate any applicable laws, rules, regulations or industry standards, or otherwise may pose a threat to security, equipment, processes, intellectual property or reputation. The termination of this Agreement will not affect the rights or obligations of the parties that arise prior to termination (e.g., the indemnification and record retention requirements).

You agree that we may refuse to process any transaction, and we may refuse to take any other action, in the event that you are in breach of your Deposit Account Agreement or any other agreement with us.

42. Third Parties. This Agreement is made for the exclusive benefit of you and us. No third party has any rights under this Agreement. Unless you have our prior written consent, you may not use the Services to process transactions for third parties or permit others to initiate Service transactions on your behalf.

43. Transaction Limits and Safeguards. You agree not to exceed the transaction limits we establish from time to time for your account or any Service. You will not allow anyone to initiate transactions on your behalf without proper supervision and adequate safeguards. You agree to review pending instructions prior to their submission to ensure that they are complete, accurate and properly authorized.