

Treasury Management Services Disclosure

1. **Introduction.** Customer identified in the Acceptance of Treasury Management Services (“Acceptance”) has engaged Banc of California (“Banc”) to perform the services (collectively, the “Services”) selected by Customer in the Acceptance and approved by Banc, accepted by one or more Executing Representatives (as defined below) and delivered to Banc. The Services are more specifically described in the following, as updated from time to time: (i) the Acceptance; (ii) the service descriptions to the Treasury Management Services Disclosure (“Disclosure”), including any schedules, and exhibits to the same (collectively, “Service Descriptions”); and (iii) user guides, user manuals, set-up forms and other user materials, including online terms and information (collectively, “Supporting Documents”). The Disclosure and each Service Description may include exhibits, appendices, schedules or similar materials, which form a part of the Disclosure and Service Description, respectively. Any reference to the Disclosure shall be deemed to include the Treasury Management Services Disclosure, the Acceptance, the respective Service Descriptions, and the Supporting Documents, unless otherwise stated. Unless otherwise agreed in writing, the Disclosure including the Service Descriptions and Supporting Documents will be deemed accepted by Customer upon provision by Banc of a Service to Customer.

CUSTOMER’S ATTENTION IS DRAWN TO THE ARBITRATION AGREEMENT, VENUE AND APPLICABLE LAW PROVISIONS WITHIN THE DEPOSIT ACCOUNT AGREEMENT AND DISCLOSURE UNDER WHICH MOST CLAIMS MUST BE RESOLVED BY ARBITRATION, AND NOT BY A COURT, JUDGE, OR JURY, AND CUSTOMER WAIVES ANY RIGHT TO BRING OR PARTICIPATE IN ANY CLASS OR REPRESENTATIVE ACTION OR IN MASS ARBITRATION. CUSTOMER MAY OPT OUT OF THE ARBITRATION AGREEMENT BY FOLLOWING THE PROCEDURE SET OUT IN THE ARBITRATION AGREEMENT WITHIN 30 DAYS OF SIGNING YOUR SIGNATURE CARD.

The terms and conditions of the Disclosure apply to the Services, and Customer’s deposit accounts held at Banc which Customer uses for transactions associated with the Services, in addition to the Deposit Account Agreement and Disclosure. Unless otherwise provided, to the extent any provision of the Disclosure conflicts with a Service Description, the provision of the Service Description will control. To the extent any term or provision of the Disclosure conflicts directly with any term or provision of the Deposit Account Agreement and Disclosure or the Supporting Documents, the provision of the Disclosure (including any Service Description) will control. All transfers to and from an account will be subject to the terms and conditions applicable to the account as set forth in Banc’s Deposit Account Agreement and Disclosure, including but not limited to transfer limitations, as amended by the Disclosure. The term “may,” when used in reference to action by Banc, is permissive and means that Banc reserves the right or is allowed, but not required, to take any action or inaction. Unless expressly provided otherwise, all references to time will be Pacific Standard Time.

2. **Security Procedures; Communications.**

- (a) Customer and Banc may agree to certain procedures and security devices, which may include without limitation, codes, encryption, passwords, and other security devices, systems and Software (referred to individually and collectively, “Security Device(s)”) designed to verify the authenticity of information (including without limitation transaction information), instructions, orders (including without limitation payment orders) and other communications relating to a Service (each a “Communication”). The term “payment order(s)” includes payment orders, as defined in Division 11 of the California Commercial Code. In this regard, application of the procedures and Security Devices to authenticate a Communication will be collectively referred to as the “Security Procedures” in the Disclosure. If Banc takes any action not provided in the Security Procedures in connection with any Communication, such additional action shall not be deemed to become a mandatory part of the continuing Security Procedures. Customer understands and agrees that Banc will use the Security Procedures to verify the authenticity of Communications and that the Security Procedures are not designed to, and are not used for the purpose of, detecting errors in transmission or content of Communications, including discrepancies between account names and numbers nor are they intended to replace Customer’s obligations to maintain internal security procedures.
- (b) Before using a Service and before sending a Communication to Banc, Customer has reviewed the Security Procedures and determined that the Security Procedures will provide a commercially reasonable method for verifying whether a Communication is that of Customer. As part of the review, Customer has considered the size, type, and frequency of Communications Customer normally makes or anticipates making, along with such other factors as Customer deemed relevant or appropriate.
 - i. *Commercially Reasonable Procedures.* If the size, type or frequency of Communications made by Customer changes such that the Security Procedures in use by Customer no longer provide a commercially reasonable method of providing security against unauthorized Communications, Customer shall immediately notify Banc.
 - ii. *Supplemental Security Devices.* Banc may offer to Customer or require Customer to use additional authentication tools or methods from time to time (for example, challenge questions and phrases for employees). If Customer chooses not to implement supplemental authentication tools, Customer’s access to some or all of the Services may be limited. The term “Security Devices” will include any supplemental authentication tools that are offered by Banc and used by Customer. Customer’s continued use of any modified Security Procedures will evidence Customer’s agreement that the modified Security Procedures are commercially reasonable for Customer. If a Security Device is not available due to causes beyond the reasonable control of Banc, then Banc shall not be liable to Customer for any direct or indirect damages caused by any related delay or failure to provide Services.
 - iii. *Customer Responsible for Verified Communications, Even if Unauthorized.* If Banc acts on a Communication in compliance with the Security Procedures, then Customer will be obligated on the Communication, and it will be treated as Customer’s Communication, whether or not authorized by Customer.
 - iv. *Customer Responsible for Communications Actually Authorized.* Regardless of whether or not Banc complied with the Security Procedures, any Communication received by Banc will be treated as Customer’s and will bind Customer if the Communication is delivered to Banc directly or indirectly by any Authorized Representative (as defined below), or if Customer would otherwise be legally bound by the Communication, regardless of whether the Communication was erroneous in any respect or that any loss would have been prevented if Banc had complied with the Security Procedures.

- (c) Customer will use and safeguard the Services, Security Devices, Security Procedures, Supporting Documents, and the Software (if applicable) in accordance with the Disclosure. In connection with such safeguarding obligations, Customer will implement and maintain physical, technical, and administrative controls and procedures sufficient to prevent impermissible or unauthorized access to or use of any Service, Supporting Document, Security Device or Security Procedures. Without limiting the foregoing and to the extent any of the Services utilize an electronic interface, Customer agrees to use and maintain at all times up-to-date anti-malware and anti-viral software, properly configured firewalls and otherwise to use commercial "best practices" to prevent Customer's computers or other electronic interfaces from being compromised, including by malware, virus, trojan horse or other malware, including but not limited to regularly scanning Customer's computers for malware. Customer expressly acknowledges that any wireless access to the Services initiated by Customer may not be secure and, in such cases, Customer assumes the risk associated with unauthorized access to the Services and any information contained therein, resulting from such wireless connectivity. **CUSTOMER ACKNOWLEDGES AND AGREES THAT FAILURE TO IMPLEMENT SUCH SECURITY CONTROLS AND PROCEDURES SHALL RELIEVE BANC OF ALL LIABILITY FOR ANY UNAUTHORIZED USE OF CUSTOMER'S ACCOUNTS OR UNAUTHORIZED TRANSACTIONS INITIATED THROUGH THE SERVICES.**
- (d) Customer agrees to immediately notify Banc if Customer knows or suspects that a Security Device or other information pertaining to the Security Procedures is stolen, compromised, or misused. Customer acknowledges that Banc's ability to reverse fraudulent electronic transfers is extremely limited, and in many cases impossible. Customer acknowledges that Banc is not an insurer of Customer against losses associated with unauthorized activity associated with the Services and that Customer has an independent responsibility to ensure the integrity and security of Customer's systems and to determine whether Customer should obtain appropriate insurance coverage to protect against unrecoverable losses.
- (e) Customer assumes all risks associated with disclosure of any part of the Security Procedures, including a Security Device, to its employees. Customer agrees to limit disclosures of Security Devices to those employees or agents it will authorize to access the Services on Customer's behalf, or who have a specific need to know. Customer agrees to follow all requirements and guidance that may be outlined in the Service Descriptions or Supporting Documents provided or made available to Customer, including but not limited to password change policies and practices. Without limiting the foregoing, Customer further agrees to require authorized persons to create new passwords at reasonably frequent periods, based on Customer's assessment of the security requirements appropriate for the Services utilized by Customer. Customer agrees to promptly change security codes and level of authority, as applicable, in the event of any change in personnel or when reasonably prudent to do so.
- (f) If applicable, Customer may be required to select in the Acceptance, or Supporting Documents, a means of communicating with Banc in connection with a particular Service (each, a "Communication Link"). Multiple Communication Links may be selected for certain Services, as more specifically described in the Service Description and/or Supporting Documents. Information and instructions may be sent and received by Customer through those Communication Links.
- (g) Banc may act on a Communication by reference to the identifying or account number only, even if the name on the account is also provided and even if the number does not actually correspond to the name. If an intermediary bank or a beneficiary's bank is identified on a Communication by both name and identifying number, Banc and other financial institutions may rely on the number even if the name and the number are not consistent or identify different parties. Customer agrees that regardless whether Banc has actual or constructive knowledge of any inconsistency between the beneficiary's name and account number provided by Customer, Banc shall not be liable for executing any Communication.
- (h) Banc is not obliged to act on a Communication that is not transmitted in accordance with the Security Procedures. Banc may act on an incomplete Communication at its sole discretion, including but not limited to if in Banc's reasonable opinion, it contains sufficient information. Banc has no duty to discover, and shall not be liable for, errors or omissions made by Customer or the duplication of any Communication by Customer.
- (i) Banc may delay or refuse to execute any Communication or process any requested Service. Banc may do so for any reason or for no reason. Banc may provide notice to Customer of such delay or refusal, but is not obligated to do so. Banc may delay or refuse processing of a Communication, for example, if: (A) processing would or may exceed the available funds in Customer's affected account; (B) the Communication is not authenticated to Banc's satisfaction or Banc believes the Communication may not have been authorized by Customer; (C) the Communication 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 Customer or to Banc; (F) for any reason determined by Banc in its sole discretion; or (G) for any other reason under the Disclosure. In addition, Banc shall be excused from failing to transmit or delay a transmittal of a transaction or Communication if such transmittal would result in Banc's having exceeded any limitation upon Banc's intra-day net funds position established pursuant to present or future Federal Reserve Board ("FRB") guidelines or in Banc's reasonable judgment otherwise violating any provision of any present or future risk control program of the FRB or any rule or regulation of any other U.S. governmental regulatory authority. Customer agrees that Banc will have no liability to Customer or to any other person for any loss, damage or other harm caused by or arising out of any such delay or refusal.
- (j) If Customer informs Banc that it wishes to recall, cancel or amend a Communication after it has been received by Banc, Banc may, but will not be required to, use its reasonable efforts to assist Customer to do so; however, Banc shall not be liable for any loss, cost or expense suffered by Customer if Banc does not, or is unable to, amend, cancel or recall a Communication. Customer hereby agrees to indemnify Banc against any loss, liability, claim or expenses (including legal fees) it may incur in connection with assisting Customer to recall, cancel or amend a Communication, and Customer agrees to immediately reimburse Banc for any monies paid by Banc associated with such losses, liability, claims or expenses incurred by Banc.
- (k) Customer assumes the sole responsibility for providing Banc with accurate Communications in the form and format that Banc requires. Banc is not responsible for confirming Communications or for failing to detect and reject duplicate Communications. If Customer provides Banc with a Communication that is incorrect in any way, Customer agrees that Banc may charge Customer's accounts for any transactions

related to the Communication whether or not the error could have been detected by Banc. Banc is not obligated to detect errors in Customer's transfer or payment instructions or other Communications.

- (l) Any person identified by Customer in the Acceptance, Supporting Documents or any subsequent written notice delivered to Banc as authorized by Customer to receive from Banc information, communications and notices regarding the Services, and authorized by Customer to submit to Banc any Communications, or otherwise transact business via the Services is Customer's "Authorized Representative." Additionally, the person referenced to or identified by Customer in the Acceptance, Supporting Documents, resolutions, or any subsequent written notice delivered to Banc, as authorized by Customer to make all agreements and sign and deliver all documents in connection with the Services is Customer's "Executing Representative." If the identity of such an Authorized Representative or Executing Representative changes, Customer will promptly notify Banc in writing. Banc will have a reasonable time after receipt of a notice or other communication to act on it.
- (m) Banc's internal compliance, fraud control and other Banc procedures are for the benefit of Banc and create no duty to Customer. Banc has no duty or obligation under this Disclosure to inform Customer if Banc is suspicious of activity, including possible breach of security by Customer's Authorized Representative(s) or Executing Representative(s) or unauthorized disclosure or use of Security Devices. Banc's internal policies and procedures shall not constitute a standard of care to determine whether Banc met any standard of care in connection with action or inaction by Banc in connection with any Service or Communication.
- (n) Banc reserves the right to change, upgrade, modify or alter its Security Procedures at any time as Banc deems required to address security risk, in which case Banc shall notify Customer of said change as soon as is reasonably practical.

3. **Software and Equipment.** The Service Description and/or Supporting Documents for each Service shall describe the various means by which Customer may communicate with Banc in connection with such Service. Those means may include, without limitation, the use of computer software ("Software") licensed or sublicensed by Banc to Customer ("License") or the use of an Internet connection. To the extent any of the Services involve Banc having granted Customer Software License usage rights, such grant shall be a non-exclusive, non-transferable right to access and use the Service in connection with Customer's own business operations in accordance with the Supporting Documents. Customer agrees to comply with the terms of any Software License(s) provided to Customer in connection with the Services. Customer acknowledges and agrees that the Software and content used by Banc in the operation and provision of the Services, and the copyright patent, trademark, trade secret and all other rights in and to the technology, Software, content, designs, graphics, and trademarks included as part of the Services and Banc's name and product names and the website's URL (collectively, by the "Intellectual Property"), are owned by Banc and Banc's licensors. As such, Customer will not gain any ownership or other right, title or interest in or to such Intellectual Property by reason of the Disclosure or otherwise. Customer may not distribute, reuse, reproduce, duplicate, copy, publish, sell, or otherwise transfer (i) any portion or element of a Service or the Intellectual Property or (ii) access to Banc a Service or Intellectual Property. Further, Customer may not (a) create derivative works of any portion or element of a Service or Intellectual Property; (b) reverse engineer, modify, decompile or disassemble any of the Intellectual Property; (c) deactivate or disable any password protection or other protection, security or reliability technology Banc incorporates in a Service; (d) modify or erase any copyright or trademark notice Banc places in connection with a Service; (e) engage in the practice known as "screen-scraping" or otherwise attempt to, or actually, obtain copies of content provided through a Service (sometimes known as "scrapers," "spiders," "robots" or "bots") to systematically access and download data; (f) frame any content provided through a Service or any Intellectual Property; or (g) use any circumvention tools, meta tags or any other "hidden text" utilizing Banc's name, trademark, URL, product name or other Intellectual Property. Unless expressly otherwise agreed by Banc in writing, the computer programs, Service guides, Security Procedures, equipment, Software, and systems provided by Banc to Customer in connection with the Services represent Banc's proprietary property, including Intellectual Property, and must be returned to Banc upon request.

Unless otherwise provided in the Disclosure, Customer is responsible for providing and maintaining any equipment that is necessary for the Services, such as telephones, terminals, modems, computers, and software (collectively "Equipment"). Customer agrees to use Equipment that is compatible with Banc's programs, systems, and equipment, which Banc may change from time to time. Banc assumes no responsibility for the defects or incompatibility of any Equipment that Customer uses in connection with the Services, even if Banc has previously approved their use. **BANC MAKES NO 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 MADE AVAILABLE BY BANC TO CUSTOMER OR OTHERWISE USED BY CUSTOMER. ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED AND CUSTOMER HEREBY WAIVES AND RELEASES BANC FROM ALL SUCH WARRANTIES.** Customer agrees to notify Banc promptly if any Software or equipment Banc provides to Customer becomes defective. Banc's sole responsibility (if any) in such instances will be to use best efforts to repair or replace the defective Software or equipment that Banc provided to Customer. To the extent Banc provides equipment in conjunction with any of the Services, Banc may require Customer to identify the location(s) where such equipment will be maintained and Customer agrees not to relocate the equipment without Banc's prior written approval. Any equipment provided by Banc to Customer will be on a licensee bases and Customer will obtain no ownership interest in the equipment, absent written agreement between Banc and Customer otherwise. Such license will be revocable by Banc at any time, in the Banc's discretion. If the license is revoked for any reason, Customer agrees to return all Banc provided equipment, as directed by Banc, at Customer's sole cost and expense.

4. **Customer Conduct.** Customer agrees not to use the Services or the content or information in any way that would: (i) infringe any copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (ii) be fraudulent including, but not limited to, use of the Service 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 Banc or its affiliates or service providers, or cause Banc to lose (in whole or in part) the services of any of its 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 Service; or (ix) use the Service in such a manner as to gain unauthorized entry or access to the computer systems of others. Without limiting the generality of the foregoing, Customer agrees not to: (a) make the Service available, or allow use of the Service, in a computer bureau service business, or on a timesharing basis; or (b) otherwise disclose or allow use of the Service by or for the benefit of any third party.

5. **Customer Representations.** Customer represents and warrants to Banc that:
- (a) It is duly organized and validly existing, and is in good standing in every jurisdiction where required;
 - (b) Customer's execution, delivery, and performance of this Disclosure and the transactions contemplated herein have been duly authorized by all necessary action and do not: (A) violate any provision of any applicable law, rule or regulation (including but not limited to any licensing requirement(s) or of Customer's charter or bylaws or other governing documents, as applicable), or (B) result in the breach of, constitute a default under, or require any consent under any agreement or instrument to which Customer is a party or by which Customer is bound;
 - (c) The Executing Representatives executing and delivering the Disclosure and the Acceptance for and on behalf of Customer, are duly authorized to do so;
 - (d) Any Communication or authorization required in connection with the Disclosure and each Service Description has been provided by an Authorized Representative. Banc may rely upon the authority of each Authorized Representative for purposes of the Disclosure and Service Descriptions until Banc has received written notice acceptable to Banc of any change of persons designated by Customer as an Authorized Representative, and Banc has had a reasonable time to act thereon (after which time Banc shall rely upon the change);
 - (e) Any act required by any relevant governmental or other authority in connection with the Disclosure has been or will be done (and will be renewed if necessary);
 - (f) Customer's performance under the Disclosure and use of the Services will not violate any applicable law, regulation or other requirement;
 - (g) The Disclosure is a legal, valid, and binding obligation;
 - (h) Customer is not, and agrees not to take any action that would result in Customer being deemed or treated as, a money service business under any applicable state or federal law, except to the extent that Customer has specifically and in writing previously informed Banc that Customer is a money service business;
 - (i) Unless otherwise agreed to in writing by Banc, the accounts established by Customer with Banc and the Services Customer establishes or uses in connection with the accounts will only be used for business purposes and not for personal, family or household purposes; and
 - (j) Customer agrees that it shall be deemed to make and renew each representation and warranty made in this Section on and as of each day on which it uses the Services. Customer will inform Banc in writing immediately upon Customer's becoming aware of facts or circumstances that cause (or with the passage of time would result in) any representation or warranty given by Customer to cease to be true and correct. Customer will provide such information or documentation as Banc may request from time to time to demonstrate compliance by Customer with Customer's representations and warranties, or other obligations of Customer under this Disclosure.
6. **Service Limitations.** Customer acknowledges that the Services may be subject to system and other limitations, including Banc imposed limitations. Customer agrees not to exceed or otherwise violate any Service limitations, including dollar, frequency, activity or other limits.
7. **Compliance.** Customer agrees to comply with all state and federal laws, rules, and regulations, as may be amended from time to time, applicable to Customer and to its use of the Services (collectively, "Laws"), including the operating rules of all systems and networks, as may be amended from time to time, used to provide Services to Customer (collectively, "Rules"), and to promptly provide evidence reasonably satisfactory to Banc of the same if requested by Banc. Without limitation, Customer agrees and acknowledges that the Services may not be used by Customer in violation of, and must comply with, the Laws and Rules, including sanctions laws administered by the Office of Foreign Asset Controls. Customer agrees that the Services will not be used to facilitate any illegal activity, including but not limited to illegal Internet gambling. Customer acknowledges and agrees that the Software used to access the Services may be subject to restrictions and controls imposed by the Export Administration Act and the Export Administration Regulations, as may be amended from time to time (collectively, "Acts"). Customer agrees and hereby certifies that the Software or any product thereof or any Service is not being or will not be used by or on behalf of Customer for any purpose prohibited by these Acts.
- Nothing in the Disclosure relieves Customer of any obligation Customer may have under the Laws, Rules or Acts. If the Disclosure is in conflict with the Laws, Rules or Acts, as may be amended from time to time, then the Disclosure is deemed modified only to the extent necessary to allow or require Customer to comply with the Laws, Rules, and Acts. Customer will implement and maintain procedures, including retention of legal or compliance services, to ensure that Customer is able to comply with all current and future Laws, Rules, and Acts, including any changes to them. Banc is not obligated to provide information, updates or notice of or regarding the Laws, Rules, or Acts even if Banc is aware of the same and of the potential for material impact on Customer and Customer's use of the Services, and Customer's indemnification and other obligations to Banc are not relieved or reduced by Banc's not providing the same to Customer. If Banc does provide information, updates or notices of or regarding the Laws, Rules or Acts to Customer, Banc is not responsible for the accuracy of the same and may discontinue doing so at any time.
8. **Delayed Processing.** In addition to any allowances provided to Banc in any other agreement Banc has with Customer, Customer agrees that Banc may delay posting of an inbound credit to Customer's account(s) held at Banc, or delay the processing of an outbound transaction from Customer's account(s) held at Banc, when the delay is due to a suspicion that the transaction may be in violation of applicable Law, Rule or Act, or the transaction is otherwise under review by Banc.
9. **Account Designations.** For certain Services, Customer may be required to designate one or more accounts to facilitate the particular Service.
10. **Sufficient Funds.** Customer agrees to maintain sufficient available funds (as determined under Banc's funds availability policy) in Customer's accounts accessible via the Services to cover all transactions requested through the Service and applicable fees, or such higher amounts as Banc may specify from time to time. Customer acknowledges that Banc does not control intermediary banks or other third parties, including intermediary banks chosen by Banc, and that Banc does not control whether intermediary banks deduct fees as part of the processing of transfer

requests. Customer agrees that Customer's funds may be held by Banc for a period of time during the term of a Service Description and following termination of the Services, to protect Banc against any possible losses relating to the use by Customer of the Services. If Banc does hold funds, Banc may treat the held funds as not available for other purposes, and reject other transactions (for example, checks or other transfer instructions) in accordance with the Deposit Account Agreement and Disclosure. If Customer does not have sufficient or available funds or credit in Customer's account for which a particular transaction was requested, Banc may charge any account of Customer's held at Banc to cover the cost of the transaction, as well as any corresponding fees. Customer's obligation to pay Banc remains immediately due and payable whether or not the rejected, returned or adjustment entry was processed in accordance with any requirement of any applicable laws or rules applicable to any party other than Banc and notwithstanding Banc or Customer may have a claim against another third party for breach of the applicable laws or rules. Nothing in the Disclosure shall be construed as Banc's commitment or obligation to lend Customer money.

11. **Fees and Amounts Due.** Customer agrees to pay Banc the fees prescribed in Banc's current fee schedule for each of the Services, a copy of which is available upon request (each a "Fee Schedule"), as well as all amounts otherwise due under the Agreement. Unless other arrangements are made for payment of such fees and other amounts due, Customer agrees that Banc may without prior notice or demand automatically debit any account maintained by Customer with Banc in the amount of such fees and other amounts due. Banc does not in any way extend credit to Customer under the Disclosure. Banc may amend the Service pricing from time to time. Fees are subject to change without prior notice. Special or additional Services performed at Customer's request will be subject to additional terms and fees. If accounts are analyzed, Customer may be able to use available earnings credit to offset certain charges related to the Services. If analyzed accounts contain funds belonging to third parties, Customer represents that use of any related earnings credit is not limited by law, regulation or agreement with such third parties. In addition to the fees and other amounts due for the Services, Customer agrees to pay for all taxes, tariffs, and assessments levied or imposed by any government agency in connection with the Services, the Disclosure, and any Software or equipment made available to Customer (excluding any income tax payable by Banc). Customer is also responsible for the costs of any communication lines and any data processing charges payable to third parties. If Customer is required by the laws of any relevant jurisdiction to make any deduction or withholding from any fees, interest or other amounts, on account of tax or other charges, Customer shall withhold the same and pay it to the relevant authority, and shall pay Banc such additional amount as may be necessary to ensure Banc receives an amount equal to the amount it would have received had no such deduction been made.
12. **Fines or Penalties.** Customer will reimburse Banc for any fines or penalties (and any associated costs, including reasonable attorneys' fees and costs) imposed on or assessed against Banc by any Federal Reserve Bank, any network operator, any state or federal regulatory agency or other US or foreign governmental body, or any clearinghouse or other third party having oversight or rulemaking authority over transactions facilitated using the Services, when the fine, penalty or other expense is caused by or related to Customer's data or use of the Services. Such amounts shall be immediately due and payable by Customer. Customer's obligation to pay Banc remains immediately due and payable whether or not the fine or penalty was imposed or assessed in accordance with any requirements of the Rules or Laws or any laws applicable to any party other than Banc and notwithstanding Banc or Customer may have a claim against another for breach of the same.
13. **Notices.** Except as otherwise provided in the Disclosure, all notices and other communications by Customer to Banc shall be in writing and, addressed to:

Banc of California
Attn: Client Care Center
3 MacArthur Place
Santa Ana, CA 92707

or at such other address as Banc may specify in writing. Notices and communications to Customer may be mailed or sent to Customer electronically at the statement, email or mailing address shown for Customer in Banc's records. Any notice or communication sent by Banc to Customer, whether electronic or written, will be deemed given and effective when sent or otherwise made available to Customer, or as otherwise stated in the notice or communication. Customer further acknowledges and agrees that certain notices and communications may be provided to Customer by telephone, facsimile or electronic transmission at the telephone number, facsimile number or other location or number as shown in Banc's records. Customer agrees to promptly notify Banc (in a form acceptable to Banc) whenever Customer's email address, physical address, mobile phone number or other contact information changes.

Any notice, instruction, Communication or other communication sent by Customer to Banc will be effective when Banc has actually received and has had a reasonable time to act on the notice, instruction, Communication or other communication. Notwithstanding anything to the contrary herein, Banc may rely on all notices, instructions, Communications, and other communications sent to Banc via facsimile or electronic transmission as though they are originals. Without limiting the foregoing, Banc is entitled to rely on any notice, instruction, Communication or other communication believed by Banc in good faith to be genuine or to have been signed or authorized by an Authorized Representative of Customer.

Customer agrees to access the Services from time to time, in no event less than monthly, to access notices, communications, and information made available by Banc.

14. **Content.**
- (a) Banc reserves the right, but shall have no obligation, to reject, move, or delete content that Banc, in Banc's sole discretion, believes violates the Disclosure, or contains content, including malware or viruses, that may interfere with the operation of Banc's website or other systems. Banc shall have the right, but not the obligation, to disclose content to any third party if required or permitted by law or if Banc believes reasonably necessary, including but not limited to: (a) comply with legal process; (b) enforce the Disclosure; (c) respond to claims that any content violates rights of third parties; or (d) protect Banc's rights, properly, or personal safety, or those third parties.
- (b) The Services may allow Customer to access content originally provided or operated by third parties acting on Customer's behalf (collectively referred to as "third party content," unless otherwise provided herein). Unless Banc tells Customer otherwise in writing, Banc does not operate or monitor any such content including any of the information, products or services provided or operated by third parties. Customer

acknowledges and agrees that: (i) Customer accesses and relies on such third party content at Customer's own risk; (ii) Banc makes no endorsement of, and assumes no responsibility for, third party content uploaded or inputted to the Services by third parties; (iii) although Banc may have a contractual or other relationship with the providers of third party content, Banc will not be responsible for the content, accuracy, integrity, availability, timeliness or operation of their website or the data they make available. Customer agrees to hold Banc harmless in connection with all of the foregoing.

Without limiting the foregoing, Banc assumes no responsibility for determining the accuracy, reliability, timeliness, ownership, legality, appropriateness or completeness of any third party content that Customer or others upload to the Services or otherwise provide to Banc, nor for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity associated with the same. Banc will not have a duty to interpret or evaluate any third party content transmitted to Banc or through Banc's website or the Services, except to the limited extent, if any, set forth in the Disclosure. Banc will not be required (by means of any security procedure or otherwise) to detect errors or illegality in the transmission or content of any third party content Banc receives from Customer or third parties. Banc will not have a duty to notify Customer about any inaccuracy, unreliability, ownership, incompleteness or other problem that may be associated with third party content, even if Banc has reason to know of its existence.

- 15. Limitation on Liability; Indemnification.** Banc's duties and responsibilities shall be limited to those set forth in the Disclosure. In no event shall Banc be liable for: (i) any punitive, indirect, consequential or special damages or lost profits, even if Banc has been advised of the possibility of such damages; (ii) the acts or omissions of a contractor, vendor, processor, third-party servicer or vendor used by Customer or Banc, or any loss, cost, damage or expense incurred by any person or entity in connection therewith; (iii) Customer negligence or breach of any agreement with Banc; (iv) any loss, cost, expense, or damage to Customer in connection with any Communication Link, Software, or any technical computer service, including Software installation or de-installation performed by Banc or Customer or any third party designated by Banc or Customer, or Customer's or Banc's use thereof; (v) any ambiguity, inaccuracy or omission in any instruction or information provided to Banc; (vi) the application of any government or funds-transfer system rule, guideline, policy or regulation; (vii) the lack of available funds in Customer's account to complete a transaction; (viii) Banc's inability to confirm to its satisfaction the authority of any person to act on Customer's behalf; (ix) Customer's failure to follow any applicable software manufacturer's recommendations or Banc's Service instructions; or (x) any Internet sites related to the Services or maintained or operated by Banc or the use thereof or the inability to use such sites by any party, or in connection with any failure or performance, error, omission, interruption, defect, delaying in operation or transmission, computer malware, virus or line or system failure, even if Banc, or representatives thereof, are advised of the possibility of such damages, losses or expenses. There may be other exceptions to Banc's liability, as stated in Customer's account or other service agreements with Banc. Without limiting the foregoing, Banc will not be responsible for determining the compatibility of any installed Software with other system components or for any failure of any technical servicing or Software installation to provide access to the particular Service which the technical servicing or Software installation was intended to make available.

Banc's liability and Customer's sole remedy for any cause not otherwise excluded herein and regardless of what form of action will be limited to actual direct damages sustained by Customer, but in any event only to the extent that such damages resulted from Banc's gross negligence or willful misconduct, will not exceed the greater of: (i) three times the average monthly charge for the Service(s) in question for the three months immediately preceding the cost or loss; or (ii) \$500. Any claim, action or proceeding by Customer to enforce the terms of the Disclosure 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. Customer agrees to cooperate with Banc in any loss recovery efforts Banc undertakes to reduce any loss or liability that arises in connection with the Services. Customer acknowledges that Banc's fees for Services are very small in relation to the amounts of transfers initiated through these Services and consequently Banc's willingness to provide such Services is based on the liability limitations contained in this Agreement. Further, Customer acknowledges that Service fees have been established in contemplation of: (A) these limitations on Banc's liability, (B) Customer's agreement to review statements, confirmations, and notices promptly and to notify Banc immediately of any discrepancies or problems; and (C) Customer's agreement to assist Banc in any loss recovery effort.

Subject to the foregoing limitations, Banc's liability for loss of interest, if any, resulting from Banc's error or delay shall be calculated by using a rate equal to the average Federal Funds rate at the Federal Reserve Bank of New York for the period involved. At Banc's option, payment of such interest resulting from or arising out of any claim of any person that Banc is responsible for any of Customer's or any third party's acts or omissions, may be made by crediting any of Customer's accounts.

Customer agrees to indemnify and hold Banc, its affiliates, licensors, processors, third-party contractors and vendors, and their respective directors, officers, shareholders, employees and agents, harmless from and against any and all claims, loss or damage of any nature whatsoever (including but not limited to attorneys' fees and court costs) arising directly or indirectly out of: (i) the wrongful acts or omissions of Customer, or any person acting on Customer's behalf in connection with Customer's use of the Services, including without limitation (A) the breach by Customer of any provision, representation or warranty of the Disclosure, (B) the negligence or misconduct (whether by act or omission) of Customer or its customers or any third party on behalf of Customer, (C) any misuse of the Services by Customer, or any third party within the control, or on behalf, of Customer, (D) the failure by Customer to comply with applicable state and federal laws and regulations, or (E) any fine, penalty or sanction imposed on Banc by any clearing house, or any governmental entity, arising out of or connected with the Services; (ii) any act or omission of Banc that is in accordance with the Disclosure or instructions from Customer; (iii) actions by third parties, such as the introduction of malware or a virus that delay, alter or corrupt the transmission of an image or communication to Banc; (iv) any loss or corruption of data in transit from Customer to Banc; (v) any claim by any third party claiming that such third party incurred loss due to the Service; or (vi) any claims, loss or damage resulting from Customer's breach of, or failure to perform in accordance with, the terms of the Disclosure. This indemnity will survive the termination of the Disclosure. Customer agrees that it will not assert any claims against Banc based on theories of negligence, gross negligence, strict liability, misrepresentation, or fraud based on or relating to any Communication Link, Software or Customer's possession or use thereof or any technical computer service including, but not limited to, Software installation or de-installation performed by Banc.

- 16. EXCLUSION OF WARRANTIES.** CUSTOMER ACKNOWLEDGES THAT THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. BANC IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN OR TO ANY INFORMATION RESULTING FROM CUSTOMER'S USE OF THE SERVICES. BANC MAKES NO, AND EXPRESSLY DISCLAIMS ALL, WARRANTIES (EXPRESS OR IMPLIED) REGARDING CUSTOMER'S USE OF THE SERVICES AND THE EQUIPMENT, INCLUDING THE WARRANTY OF TITLE AND THE IMPLIED

WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BANC DISCLAIMS ANY WARRANTIES REGARDING ANY SOFTWARE, ANY COMMUNICATION LINK, THE OPERATION, PERFORMANCE OR FUNCTIONALITY OF THE SERVICES AND THE EQUIPMENT, INCLUDING ANY WARRANTY THAT THE SERVICES AND THE EQUIPMENT WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE. CUSTOMER ACKNOWLEDGES THAT THERE ARE CERTAIN SECURITY, TRANSMISSION ERROR, AND ACCESS AVAILABILITY RISKS ASSOCIATED WITH USING THE SERVICES AND ASSUMES ALL RISKS RELATING TO THE FOREGOING.

17. **Force Majeure.** Notwithstanding any other provisions of the Disclosure, Banc shall not have any responsibility or liability for any failure, error, malfunction or any delay in carrying out any of its obligations under the Disclosure if such failure, error, malfunction or delay results from events due to any cause beyond its reasonable control, including, without limitation, unavailability of any communications system, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes, stoppages of labor or industrial action of any kind, riots, pandemic, insurrection, war or acts of government, power or equipment failure (including that of any common carrier, transmission line or software), emergency conditions, adverse weather conditions or any other factor, medium, instrumentality, condition or cause not in Banc's control. Banc will not be liable or responsible for the acts or omissions of any other financial institution or any third party or for any inaccuracy or omission in a notice or communication received by Banc from Customer, another financial institution, or any other third party. In addition, Banc shall be excused from failing to transmit, or delaying the transmission of, any transaction, if such transmittal would result in Banc's having exceeded any limitation upon its intra-day net funds position established pursuant to present or future FRB guidelines or in Banc's otherwise violating any provision of any present or future risk control program of the FRB or any rule or regulation of any other U.S. governmental regulatory authority. Banc shall not be liable for any failure to perform any of its obligations under the Disclosure if such performance would result in it being in breach of any law, regulation, requirement or provision of any government, government agency, banking or taxation authority in accordance with which Banc is required to act, as shall be determined in Banc's sole discretion.
18. **Cutoff Hours.** A number of Banc's Services are subject to processing cutoff hours. The cutoff hours applicable to each Service are reflected in the Supporting Documents. Communications received after the cutoff hour or on a non-business day may, in Banc's discretion, be deemed received as of the same or the next business day. Alternatively, some Services may require Customer to resubmit a Communication when it is received after the cutoff hour or on a non-business day.
19. **Reconciliation.** Customer will inspect all information made available by Banc in connection with the Services. Customer agrees to promptly, by telephone and in writing, notify Banc of any errors in such information or any discrepancies between its records and the information, statements or confirmations of transactions made available by Banc. To the extent not expressly prohibited by applicable law, if Customer fails to promptly notify Banc of any such error or discrepancy, in any case no more than 14 days from the earlier of the mailing of the information or the date on which such information is made available to Customer, then Customer agrees that Banc will not be liable for any losses resulting from Customer's failure to give such notice or any resulting loss of interest relating to any transactions. Without limiting the foregoing: (i) if Customer fails to notify Banc of any such error or discrepancy within one year of the date on which such information is made available to Customer, then Customer shall be precluded from asserting such error or discrepancy against Banc; and (ii) Banc reserves the right to, in its sole discretion, adjust transaction records for good cause after the expiration of said one year period.
20. **Provisional Credit.** Customer acknowledges that credit for a payment order is provisional until the receiving financial institution obtains final settlement. If final settlement does not occur, the originator of the payment order is not deemed to have made payment to the beneficiary, and the beneficiary's bank is entitled to a refund of the provisional credit. Customer agrees that when Banc gives Customer credit for an incoming payment order, including but not limited to, returned credited transactions or credit reversals, it is provisional until Banc receives final settlement for the payment order. Banc may delay availability of provisional funds at its discretion. If Banc does not receive final settlement, Customer must return the funds previously credited to Customer's account to Banc, and the person who sent the payment order will not be treated as having paid Customer. Banc may refuse to permit the use of any amount credited for an incoming payment order, including but not limited to a debit entry or credit reversal if Banc believes in its sole discretion that there may not be sufficient funds in Customer's account to cover chargeback or return of such transaction.
21. **Confidential Information.** Unless otherwise provided in the Service Descriptions, all Supporting Documents and Software provided pursuant to the Disclosure constitute Banc's, its contractors or vendors, or Banc's agent's confidential information ("Confidential Information"). Banc, its contractors or vendors, or Banc's agent (as applicable) will remain the sole owner of all such Confidential Information, and Customer will not acquire any interest in or rights to the Confidential Information as a result of Customer's use of any Service except as expressly set forth in the Service Description. Customer will maintain the confidentiality of the Confidential Information, and will not permit its employees or agents to, disclose, copy, transfer, sublicense or otherwise make any of it available to any person or entity, other than Customer's employees who have a need to use the Confidential Information in connection with the applicable Service. Customer shall notify Banc immediately if Customer knows or suspects that there has been any unauthorized disclosure, possession, use or knowledge (each, an "Unauthorized Use") of any Confidential Information, and if Customer is responsible for the Unauthorized Use, it will, at its expense, promptly take all actions, including without limitation initiating court proceedings to recover possession or prevent further Unauthorized Use of the Confidential Information and obtain redress for any injury caused to Banc as a result of such Unauthorized Use. In addition, Customer must not decompile, reverse engineer, disassemble, modify, or create derivative works of any computer program provided pursuant to the Disclosure.

Customer authorizes the transfer of any information relating to Customer to and between the branches, subsidiaries, representative offices, affiliates, contractors, vendors and agents of Banc and third parties selected by any of them, wherever situated, for confidential use in connection with the provision of products or Services to Customer (including for data processing purposes), and further acknowledges that any such branch, subsidiary, representative office, affiliate, contractor, vendor or agent or shall be entitled to transfer any such information as required by any law, court, regulator or legal process. Customer acknowledges and agrees that Banc, its contractors and vendors, and Banc's agents (as applicable) reserve the right to store Customer's data.

22. **Requested Information; Audit and Inspection.** Banc may from time to time request information from Customer in order to evaluate a continuation of the Services to be provided by Banc hereunder and/or adjustment of any limits set by this Disclosure. Customer agrees to provide the requested information, including but not limited to financial information, immediately upon request by Banc, in the form required by

Banc. Customer authorizes Banc to investigate or reinvestigate at any time any information provided by Customer in connection with this Disclosure or the Services and to request reports from credit bureaus and reporting agencies for such purpose.

Banc reserves the right, with prior notice to Customer, to enter upon Customer's premises from time to time during regular business hours to verify that Customer's operations and procedures are in compliance with the terms of the Disclosure.

In connection with any such audit, Customer agrees to furnish Banc with any documentation or information as is reasonably necessary to establish Customer's compliance with the terms of the Disclosure. If it is determined by Banc that additional procedures or controls need to be implemented by Customer, Customer agrees to implement such procedures or controls within a reasonable period of time to be agreed upon by the parties.

In connection with Banc's entry on the premises of Customer for the purpose of conducting an on-site audit or inspection, or in connection with providing support to Customer, Banc shall not be liable or responsible to Customer or any third party for any loss, bodily harm, property damage, claims of the introduction of malware, a virus or other malicious code into Customer's system, including any which allegedly delay, alter or corrupt the data of Customer, whether related to the transmission of check images or other data to Banc or whether caused by the equipment, software, Banc Internet service providers, Internet browsers, or other parties providing communication services to or from Banc to Customer.

23. **Security Interest.** Customer grants Banc a security interest in Customer's accounts to secure the repayment of any obligation that Customer incurs under the Disclosure. The security interest provided under the Disclosure is in addition to any other security interest Banc may have in Customer's accounts or other assets. This security interest will survive termination of Disclosure.
24. **Reserve Account.** Customer agrees that it will, if requested by Banc at any time, establish one or more reserve accounts to be maintained with Banc in type (including time deposits) and amount satisfactory to Banc, to serve as collateral for and to secure Customer's obligations to Banc under the Disclosure. Banc may restrict or prohibit Customer's access to any reserve account(s) and the funds on deposit in them, and may hold such accounts following termination of the Disclosure for a period of time sufficient to protect Banc against loss. Banc may increase or decrease the required reserve account amount from time to time, upon notice to Customer and Customer agrees to provide immediately available funds to cover a reserve amount requested by Banc. In addition, Banc may transfer funds from another account of Customer's, or use funds payable to Customer or owed by Banc to Customer under the Disclosure or due to a Service, and credit such funds to a reserve account if a deficiency exists between the available funds in Customer's reserve account(s) and the amounts specified by Banc as the required reserve amount.
25. **Term and Termination.** The term of the Disclosure will commence upon full execution of the Disclosure and will continue in full force and effect thereafter until terminated as follows:
- (a) Customer may terminate some or all of the Services under the Disclosure, with or without cause, upon 30 days prior written notice to Banc; and
 - (b) Banc may terminate, suspend or restrict some or all of Customer's access to the Services under the Disclosure, with or without cause, at any time immediately upon notice to Customer.

Any termination will not affect any obligations arising prior to termination. Upon termination, Banc may terminate Customer's access to the Services, and Customer will terminate its access to and use of the Services, except to the extent necessary to process transactions that were in process prior to the termination date. Within 30 days after termination of the Disclosure, Customer will, at its expense, promptly uninstall and remove all software provided for the Services from its computers and return to Banc any Software, hardware and equipment provided by Banc for the Services, including the Supporting Documents, procedures, documentation and any materials relating to the Services in its possession or under its control, destroy all copies of the Supporting Documents and materials relating to the Supporting Documents that cannot be returned, and upon request from Banc certify in writing to Banc that all such copies have been returned or destroyed. Customer will be responsible and liable to Banc for the replacement cost of all lost, stolen or damaged equipment that was provided by Banc to Customer in connection with the Services. Upon termination of the Disclosure, all Services and any Licenses shall automatically terminate.

26. **Customer Records; Not Backup Service.** The Disclosure and the Services are not intended to relieve Customer of any obligation imposed by law or contract regarding the maintenance of records or from employing adequate audit, accounting, and review practices as are customarily followed by similar businesses. The Services do not include, and Banc does not act as, a backup, data recovery or disaster contingency service. Customer acknowledges that it is Customer's sole responsibility to make and retain backups of all Customer's data, including before any transmission or upload to the Services. Except as otherwise stated in the Disclosure, Customer agrees to retain and provide to Banc, upon request, all information necessary to remake or reconstruct any deposit, file, entry, transmission, transaction request or order until at least three years following receipt by Banc of the deposit, file, entry, transmission, transaction request or other order affecting an account.
27. **Services Not Substitute for Legal, Tax, or Financial Advice or Planning.** Customer acknowledges that the Services, Banc, its employees and service providers are not intended to provide legal, tax or financial advice or planning. The Services are merely a tool for use to assist Customer's independent decision-making and have not been designed in contemplation of Customer's specific business needs or risk tolerances. Prior to making any financial decisions, communicating or taking any action with respect to information made available using the Services, Customer represents that it will have obtained appropriate and independent legal and tax advice regarding the same.
28. **Business Days.** For the purpose of the Disclosure, Banc's business days are Monday through Friday, excluding Saturdays, Sundays, bank holidays, and any other day that Banc chooses to be closed.
29. **Assignment.** Banc may assign its rights and delegate its duties under the Disclosure to an affiliate or to a third party. Customer may not assign any right or delegate any obligation under the Disclosure without Banc's prior written consent.
30. **Relationship of Parties.** Nothing in the Disclosure creates a joint venture, partnership, principal agent or mutual agency relationship between the parties. No party has any right or power under the Disclosure to create any obligation, expressed or implied, on behalf of the other party.

31. **Third Parties.** Banc's Use of Third Parties. Customer acknowledges and agrees that Banc may arrange to provide Software, if required, and/or may arrange for the Services covered by the Disclosure to be performed or provided by third parties, including its affiliates. Customer further agrees that any such party is a third-party beneficiary of the Disclosure and as such is entitled to rely on, and avail itself of, the provisions of the Disclosure as if it was Banc, including, without limitation, the limitations on liability and the indemnities described in the Disclosure. Banc's ability to provide certain Services may be dependent upon Banc's ability to obtain or provide access to third-party networks. In the event any third-party network is unavailable or Banc determines in its sole discretion, that Banc cannot continue providing any third-party network access, Banc may discontinue the related Service or may provide the Service through an alternate third-party network. In such situations, Banc will have no liability for the unavailability or delay of access.

Customer's Use of Third Parties. Notwithstanding the limitations described above pertaining to third parties, if Customer authorizes a third party to access the Services on Customer's behalf, Customer will be solely responsible and liable for all actions and inactions of said third party. Customer expressly assumes the risks associated with providing Service access rights to its agents or third-party vendors, including but not limited to the risk of unauthorized or erroneous transactions. Banc will not be responsible, nor have any liability whatsoever for any services Customer receives from Customer's agents or third-party vendors. Banc reserves the right to require Customer to agree to additional terms and conditions as a condition precedent to Customer's use of any agent or third-party vendor in connection with Customer's access to the Services.

Customer's Use on Behalf of a Third Party. Customer will not use the Services or any accounts to process for third parties or any other person unless Banc provides advance written approval which may require Customer to enter into additional terms and conditions. If any such approval is given, except as may otherwise be specified in writing by Banc in such approval, Customer represents and warrants that: (a) Customer is duly authorized by each third party to act on that party's behalf for all purposes necessary under this Disclosure, and the third party is bound by and responsible for all acts or omissions taken by Customer; (b) Customer has obtained from the third party agreement to terms and conditions substantially similar to those contained in this Disclosure; (c) the security interest given in accounts is legal, valid and binding on the third party (to the extent of any property rights the third party may have in the accounts or funds in them); (d) the third party will cooperate with Banc in all ways reasonably requested by Banc, including the execution and delivery of such contracts and agreements between Banc and the third party as Banc may reasonably request; and (e) Customer and the third party are in compliance with all applicable Laws and Rules as may apply to Customer's processing for the third party. Customer will from time to time provide Banc evidence reasonably satisfactory to Banc of the accuracy of each of the foregoing if requested by Banc.

32. **Credit Criteria.** Banc, in its sole discretion, may, and Customer hereby authorizes Banc to, perform credit reviews of Customer in accordance with Banc's credit criteria. Customer shall, upon Banc's request, provide Banc with any credit-related information and assistance as Banc may require to perform any such review. Customer agrees to provide Banc with financial statements or other information regarding Customer's financial condition upon Banc's request.
33. **Waiver.** Banc's failure or delay in exercising any right or remedy under the Disclosure will not operate as a waiver of such right or remedy, and no single or partial exercise of any right or remedy under the Disclosure will preclude any additional or further exercise of such right or remedy or the exercise of any other right. No waiver by Banc of any breach of the Disclosure will operate as a waiver of any prior, current or subsequent breach. No waiver will be effective unless made in writing.
34. **Electronic Signatures, Contracts and Records.** When any payment order or other Service generates items or transactions to be charged to an account of Customer, Customer agrees that Banc may charge the affected account without requiring Customer's signature and without prior notice to Customer. Any transactions resulting from Customer or its Authorized Representative's instructions which Banc receives in Customer or its Authorized Representative's name and under Customer or its Authorized Representative's credentials shall be deemed to have been "a writing" and authenticated by Customer "in writing" for purposes of any law in which a writing or written signature is needed or required. All records maintained by Banc of transactions under Customer or its Authorized Representative's credentials shall be deemed to have been "signed" and will further constitute an "original" when printed from records established and maintained by Banc or Banc's authorized agent in the normal course of business.

Customer agrees that Banc may contract and communicate electronically with Customer or its Authorized Representative, including execution and retention of contracts, documents, and certifications, electronically. Customer agrees not to contest the authorization for, or validity or enforceability of, Banc's electronic records, contracts and documents, or the admissibility of copies thereof, under any applicable law relating to whether certain agreements, files or records are to be in writing or signed by the party to be bound thereby. Records, contracts and electronically "signed" documents, if introduced as evidence on paper in any judicial or other proceedings, will be admissible to the same extent and under the same conditions as other documentary business records. Upon Banc's written request, Customer agrees to manually sign or place Customer's signature on any paper original of any record, contract or "signed" document which Banc provides to Customer containing Customer's purported signature.

35. **Monitoring, Recording and Retaining.** Customer authorizes Banc (but Banc is not obligated) to monitor, record electronically and retain telephone conversations and electronic communications between Customer (including its purported Authorized Representatives) and Banc. Accordingly, Customer agrees on behalf of itself, its employees and agents that Banc may monitor and record Customer's telephone and electronic communications in connection with the Services at any time, without further notice. Banc and Customer hereby agree that Banc may produce the telephonic or electronic recordings or computer records as evidence in any proceedings brought in connection with the Disclosure, and Customer hereby acknowledges the validity and enforceability of such telephonic or electronic recordings.
36. **Final Agreement; Amendments.** The Disclosure, together with the terms expressly incorporated herein, constitutes the final and complete agreement between Banc and Customer with respect to the Services, and supersedes all other oral or written agreements, understandings, and representations pertaining to the subject matter hereto. Banc may amend, add, delete or change the terms of the Disclosure, including but not limited to the terms of any Service Description, and the applicable fees. Banc may make such amendments, additions, changes or deletions, at any time and at Banc's sole discretion. If Banc deems it reasonably practicable to do so and if the change adversely affects Customer's usage of the Service, Banc may notify Customer of the change in advance. Otherwise, Banc will notify Customer of the change as soon as reasonably

practicable after it is implemented, which notice may be given electronically. Customer's continued use of the Services will evidence Customer's consent to any amendments, including additions, changes or deletions.

37. **Availability.** Banc may cause a Service to be temporarily unavailable to Customer, either with or without prior notice, for site maintenance, security or other reasons, and Customer acknowledges that factors beyond Banc's reasonable control, such as telecommunications failure or equipment failure, may also cause the Service to be unavailable to Customer. In such event, Customer must make alternative arrangements for scheduled and other anticipated transactions and Customer will be responsible for maintaining procedures and facilities to enable Customer to do so if any of the Services are unavailable to Customer. Upon notice from Banc of a failure of any software, hardware or other equipment necessary for Banc to perform in accordance with a Service Description, Customer will as soon as reasonably possible deliver to Banc all data in Customer's possession or under its control which Banc reasonably requests in order for Banc to continue to provide the Service.
38. **Headings.** Headings are for reference only and are not part of the Disclosure.
39. **Successors and Assigns.** The Disclosure is binding upon and shall inure to the benefit of Banc and Customer and their respective successors and assigns. However, in all cases the applicability of the Disclosure to any of Customer's successors and assigns must be approved in an advance writing by Banc.
40. **Insurance.** If requested by Banc, Customer agrees to obtain and maintain comprehensive general liability, fidelity and error and omission insurance coverage, or such other coverage as directed by Banc, in an amount reasonably satisfactory to Banc, to cover (at a minimum) losses due to action or inaction by Customer, its employees and agents, or any person given access to the Services by Customer (including unauthorized access by the same), and to name Banc as an additional insured on such policy. Customer will provide evidence reasonably satisfactory to Banc of the existence of such insurance promptly upon request by Banc.
41. **Severability.** Even if a provision of the Disclosure is held to be invalid, illegal or unenforceable, the validity, legality, or enforceability of the other provisions of the Disclosure will not be affected or impaired by such holding.

Customer's execution of the Acceptance constitutes Customer's acknowledgement and acceptance of the terms and conditions of the Disclosure, together with each applicable Service Description, including any Supporting Documents, corresponding exhibits, schedules, enrollments, or attachments to the same, each as amended by Banc from time to time.