

Acceptance of Treasury Management Services

Customer Name

Part I – Terms

This **Acceptance of Treasury Management Services (“Acceptance”)** is used to add one or more treasury management services (each, a “Service” and collectively, the “Services”) and is entered into between the account holder listed above (“Customer”) and **Banc of California (“Banc”)**.

Defined terms will have the meaning provided in the Banc’s Treasury Management Services Disclosure (the “Disclosure”) and any other applicable Service Description(s), unless otherwise defined herein.

Customer’s selection of a Service in Part II of this Acceptance only serves to add such Service. The lack of a selection next to any Service does not revoke, amend, remove, or otherwise alter any existing Service that Customer may have with Banc, except that, regardless of whether Customer already has one or more of the Services listed in Part II with Banc, Customer hereby acknowledges and agrees that this Acceptance supersedes and replaces any prior agreements that may apply to any existing Service.

The person(s) signing this Acceptance (“Authorized Representative”) on behalf of Customer, certifies on behalf of Customer that:

- a. Customer agrees to be bound by the Disclosure, together with each applicable Service Description, including any Supporting Documents, corresponding exhibits, schedules, enrollments, or attachments to the same, which apply to the Services designated by Customer in Part II of this Acceptance, and Customer’s use of any Service, including without limitation each Service that Customer commences using after the Effective Date of this Acceptance, confirms Customer’s agreement to be bound by each Service Description relating to that Service;
- b. The Customer has received a copy of the Disclosure together with each Service Description for which a Service has been selected by Customer below; and
- c. The Authorized Representative has full authority to execute this Acceptance on behalf of Customer, and to enter into other agreements and Supporting Documents for the Services now or hereafter offered by Banc, and to amend, terminate or otherwise act on behalf of Customer with respect to each Service used by Customer.

Part II – Requested Service Options

DESIGNATION OF TREASURY SERVICE OPTIONS.

Customer designates the following Service options (check all that apply):

Business Online Service Description.

Access to the Business Online Service will be subject to Security Procedures. At this time, and subject to amendment by Banc, the Security Procedures include Customer’s Company ID, username and password. Out-of-band authentication is prompted when Customer attempts to log in from a new device. In addition, if Customer is enrolled in the Wire Transfer Service or the ACH Service, additional security measures are required. Features include: Dual Control, One Time Passcode, and Token. Refer to the Business Online Services Security Supplement for more information.

Service includes:

- Bill Payment Service (Cutoff hour 6:00 PM Pacific Time)
- (Included if checked) Wire Transfer Service (Cutoff hour 3:00 PM Pacific Time; 1:00 PM Pacific Time for Offline Requests)

Additionally, the Service will include (check all that apply):

- ACH Service (if checked, includes Customer agreement to Automated Clearing House (ACH) Service Description). Cutoff hour: Next Day Transactions -6:00 PM Pacific Time; Same Day Transactions - 11:00 AM Pacific Time.
- Remote Deposit Capture Service (if checked, includes Customer's agreement to Remote Deposit Capture (RDC) Service Description). Cutoff hours: 5:00 PM Pacific Time (Scanner) and 6:00 PM Pacific Time (Wireless Access Device).
- Check & ACH Positive Pay Service Description (if checked, includes Customer's agreement to Check & ACH Positive Pay Service Description). Cutoff hours (for Customer's pay/return decision submission): 1:00 PM Pacific Time (Checks) and 3:00 PM Pacific Time (ACH)
- SFTP Service (if checked, includes Customer agreement to Secure File Transfer Protocol (SFTP) Service Description). Cutoff hour: 8:00 PM Pacific Time.
- Integrated Payables Service (if checked, includes Customer agreement to Integrated Payables Service Description). Cutoff times for ACH Services apply for ACH payment type; Next day check printing cutoff – 8:00 PM Pacific Time; Same day wire transmission cutoff – 2:30 PM Pacific Time.
- Check Corporate Payor Report (if checked, includes Customer agreement to Check Corporate Payor Report Service Description).

Cash Vault and Deposit Service Description.*

*Refer to separate "Cash Vault Services" set-up form for standing orders and locations, subject to the following limitations and cutoff hours. If checked, includes Customer's agreement to Cash Vault and Deposit Service Description.

Currency/Coin Orders

Cutoff Hours: 10:00am PT

Cash Dollar Limits:

- Aggregate Daily Limit (Each Business Day): Include no more than \$1,000,000 in total value of Cash (including coin).

Deposit Service

Cash Dollar Limits - Per Shipment (Each Business Day):

- Cash and Coin: Include no more than \$1,000,000 in total value of Cash (including coin)
- Checks: Include no more than \$25,000 in total value of items for deposit.

Part III – Multiple Entity Access

In the event that Customer has been authorized by other account holders (also known as "Customers," but herein "MEA Customers") under the Multiple-Entity Access, Agency, and Joinder Agreement to act as agent on behalf of MEA Customer(s) for purposes of administering treasury management services and executing enrollment forms and other agreements in connection therewith, Customer (a) accepts (or ratifies the prior acceptance of, as applicable) the agency created pursuant to the terms of that certain Multiple-Entity Access, Agency, and Joinder Agreement, and (b) hereby authorizes and directs Banc to include all such MEA Customers as subject to this Acceptance, and in such case any references to "Customer" contained herein shall be deemed to include each MEA Customer.

Designated Agent (Name): _____

Part IV – Customer Certification

Any Customer initiated addition, deletion or change to the Acceptance for any Service must be submitted in a form acceptable to Banc, and no such requested addition, deletion or change will become operative or effective until Banc



confirms to Customer that such addition, deletion or change has been approved by Banc and implemented. Notwithstanding the foregoing, Banc reserves the right to add to, delete or change this Acceptance upon notice to Customer.

The "Electronic Signatures, Contracts and Records" Section of the Disclosure, including (without limitation) its provision that electronic execution of documents and electronically retaining documents are valid and legally enforceable, applies to this Acceptance. The Acceptance may be signed in counterparts. If signed in two or more counterparts, each will be deemed an original, but such counterparts will constitute one instrument. Once signed, this Acceptance may be transmitted by facsimile, digital image, email transmission of a scanned image, DocuSign, or other electronic means. The effectiveness of the Acceptance (or any related document) and any signatures shall, to the extent permitted by applicable law, have the same force and effect as manually signed originals and shall be binding on all parties hereto. Banc may also require that the Acceptance (or any related document) be confirmed by a manually signed original thereof; provided, however, that the failure to request or deliver the same shall not limit the effectiveness of any document or signature executed or transmitted electronically.

Agreed To and Accepted _____ ("Effective Date").

As an Authorized Representative of Customer, I agree and accept the terms of this Acceptance by and on behalf of (a) Customer and (b) as applicable, any entity which has, as of the date hereof, appointed Customer to contract on its behalf pursuant to a Multiple Entity, Access, Agency, and Joinder Agreement. For Multiple Entity access, each entity separately agrees to the terms of this Acceptance with the Banc.

Customer	Banc of California
By: <u> X[ACCEPTANCE ON FILE] </u>	By: <u> X[ACCEPTANCE ON FILE] </u>
Name: _____	Name: _____
Title: _____	Title: _____
