

Cash Vault and Deposit Service Description

- I. **Cash Vault and Deposit Services.** Banc of California (“Banc”) hereby offers Customer and Customer hereby accepts the cash vault and/or deposit services (referred to herein as the “Service(s)” or “Cash Vault and Deposit Services”). Customer expressly acknowledges that the Cash Vault and Deposit Services contemplated hereunder may be made available to Customer through Banc’s contracted third party service provider (“Banc’s Provider”). The Cash Vault and Deposit Services may be facilitated using one or more concentration accounts maintained by Banc on behalf of multiple customers of Banc (collectively “Concentration Accounts”), as a result, credits, debits and adjustments to Customer’s account(s) with Banc may be delayed one or more business days. Banc, not Customer, will have direct access to funds in Concentration Accounts. Customer represents that it is sophisticated with respect to business transactions.

Customer understands and agrees that this Cash Vault and Deposit Service Description (herein, “Service Description”) covers the Cash Vault and Deposit Service and does not cover the handling or the processing of checks drawn on any account Customer may have with Banc. Further, except as modified by this Service Description, items processed remain subject to the terms and conditions of the account deposit terms and conditions. Customer represents that it is sophisticated with respect to business transactions.

- II. **Treasury Management Services Disclosure.** This Service Description forms part of the Treasury Management Services Disclosure (“Disclosure”) accepted by Customer. In the event of conflicts between the terms of this Service Description and the terms of the Disclosure, the terms of this Service Description shall control. Defined terms in this Service Description shall have the meaning provided in the Disclosure, unless otherwise defined in this Service Description. An “account” shall mean any deposit account Customer maintains with Banc and can include all accounts and products Customer uses with Banc. Customer’s “Account” shall mean the deposit account(s) accessible through the Services.
- III. **Armored Courier.** Banc requires that cash transports be made by an armored courier, acceptable to Banc and at Customer’s sole risk and expense. Banc is not responsible for providing for Customer’s security, or the security of Customer’s agents or employees. To the extent a courier is needed by Customer to facilitate the transportation of checks, cash and coin (“shipment(s)”) while using the Cash Vault and Deposit Services, Customer will be responsible for contracting with an armored transport carrier (“Courier”) for transportation services to and from Banc and/or Banc’s Provider. Courier shall for all purposes be considered the agent of Customer and Customer acknowledges and agrees that Courier is not an agent, employee or other representative of Banc. Neither Banc nor its employees or agents shall supervise, direct or control Courier’s performance under the Service Description or under Courier’s agreement with Customer. Customer understands that time is of the essence to effect the Cash Vault and Deposit Services and that local traffic conditions and other circumstances may affect the timing of pick-ups and drop-offs by the Courier. Customer acknowledges that the Courier may not wait for shipment(s) due to its other scheduled time commitments, further that for security reasons the Courier may abandon or delay any scheduled pick up or drop-off and Customer agrees to develop alternate safekeeping procedures for shipments in such cases.
- IV. **Cash Vault Feature.** The cash vault feature of the Cash Vault and Deposit Services allows Customer to place orders with Banc’s Provider for coin and currency (collectively “Cash”). Before utilizing the cash vault feature, Customer agrees to identify the name(s), cash order value limitation(s) and location(s) of the persons authorized by Customer to order the Cash, in accordance with the Supporting Documents, including the Cash Vault Services form. Customer’s duty to safeguard security credentials of any vendor portal used to request currency or coin under this Service Description shall at least equal the duty as it applies to Security Procedures under the Disclosure.
- A. **Sufficient Funds.** Each time Customer uses the Cash Vault and Deposit Service to order Cash, Customer agrees that it must have sufficiently available funds in its Account to cover the amount of the Cash order, together with applicable fees. Customer authorizes Banc to debit its designated Account for the amount of any Cash order under this Service Description as early as the day the Cash order is placed by Customer. If Customer fails to designate one of its accounts for this purpose, Customer authorizes Banc to debit any of the accounts Customer maintains with Banc for the amount of the Cash orders.
- B. **Automated Service for Cash/Coin Ordering.** Requests for currency and or coin from a designated deposit Account must be submitted through Banc’s cash ordering process, including applicable set-up forms, vendor portals, limitations and system access requirements, as applicable. Banc may elect to verify the authenticity or content of any request by calling Customer’s authorized representative or designated contact person(s).
- C. **Cash Ordering Cutoff Time.** The Cash orders are subject to the applicable cutoff hours, as reflected in the Supporting Documents. Orders must be placed by the applicable cutoff time on Customer’s scheduled ordering day to allow Customer’s shipment to be delivered the next business day.
- D. **Cash Ordering Limits.** Banc may establish Cash ordering limits for Customer. If multiple Accounts are tied to the Service, limits may be established for each Account. Cash ordering limits may be reviewed from time to time against the actual ordering activity and may be modified at Banc’s discretion. Customer may submit an order limit increase request to Banc in writing. Banc may require additional documentation from Customer before approving an increase request.
- E. **Cash Deliveries.** Cash orders will only be delivered to Customer’s designated location on the scheduled days and times provided to Customer by Banc. Banc and Banc’s Provider are authorized to make Cash shipments available to any person

believed to be a Customer employee or agent of Customer. Neither Banc nor Banc's Provider will have any responsibility for Cash made available to any person at delivery location that is not a Customer employee or agent of Customer.

- V. Deposit Feature.** The deposit feature of the Cash Vault and Deposit Services allows Customer to present items and Cash for deposit to Customer's Banc deposit accounts, which may be made available to Customer by Banc using Banc's Provider's local depository facilities. Deposits, including deposits of Cash, may be subject to a daily or transaction based limitations. All deposits made must be entered by Customer on deposit tickets. The deposit tickets must be locked, sealed in the Banc-approved containers ("Bags") and placed with the Courier by Customer or Customer's authorized representative. Items delivered pursuant to this Service Description including any instructions provided in the Supporting Documents, must be payable only to Customer and be properly indorsed by Customer as provided in this Service Description.
- A. Contents of Bags Generally. The Bags shall include no property other than:
1. Negotiable instruments payable to Customer;
 2. Cash; and
 3. Deposit slip(s) indicating the total dollar amount of such negotiable instruments, Cash and the account or accounts of Customer in which such sums are to be deposited.
- B. Cash and/or Negotiable Instrument Packaging Requirements. When making deposits through the service Customer agrees to:
1. Properly endorse all checks;
 2. Complete a deposit slip to include the deposit details;
 3. Count, bundle and verify cash prior to packaging;
 4. Place all currency face up;
 5. Remove all clips and staples;
 6. Bundle cash in stacks of 500 notes, as quantity permits;
 7. Secure each stack with rubber bands or currency straps;
 8. Not exceed any dollar or item limitations set by Banc;
 9. Clearly label the deposit bag to include the deposit destination, Customer name, location number (if applicable), account number, and the deposit total;
 10. Enclose the original deposit slip with any cash and/or checks in the Bag(s);
 11. Properly seal the Bag(s) to prevent tampering;
 12. Retain Bag(s) receipt and a copy of the deposit slip for Customer's records; and
 13. Replenish Customer's Bag(s) supply at Customer's cost.
- C. Receipt of Bags. Banc or Banc's Provider, as applicable, may accept Bags from any person Banc or Banc's Provider believes in good faith to be acting on behalf of Customer, including the Courier. Banc shall not assume responsibility for collection or be considered to have received a Bag until it is actually delivered on behalf of Customer, or Customer's Courier as applicable, to Banc or Banc's Provider, the contents have been verified by Banc or Banc's Provider, and Customer (or Customer's employee or authorized representative), or Courier receives from Banc or Banc's Provider written acknowledgment of receipt of such delivery. Similarly, any Bag contents returned or sent to Customer by or on behalf of Banc shall be deemed received by Customer when delivered by Banc or Banc's Provider to the Customer (including Customer's employee or authorized representative) or Courier. For the purpose of this Service Description, Banc and Customer acknowledge that Banc's Provider and Customer's Courier may be the same third party, in which case said third party will be legally distinguished under this Service Description based on whose behalf and which capacity the third party is acting under the circumstances.
- D. Processing Deposits. Upon Customer or Courier's delivery of a Bag to Banc or Banc's Provider, Banc or Banc's Provider is authorized to open the Bag and verify the contents, and to credit the contents thereof for the benefit of the designated Account of Customer. If no account is designated, Banc may credit the deposit for the benefit of any account of Customer's. If the contents of the Bag do not conform to the deposit ticket, Banc will credit only those contents as are found therein that are in compliance with this Service Description and the Supporting Documents. If the aggregate amount of the contents of any Bag, as counted by Banc or Banc's Provider, is less than that reported on the deposit slip covering that Bag, Banc will debit the Customer's account by such difference. Customer agrees that the record of Banc or Banc's Provider as to the contents of the Bag opened by Banc or Banc's Provider, including the amount of any Cash contained therein, shall be conclusive evidence of the contents of the Bag.

Customer agrees that Banc or Banc's Provider may indorse checks processed for deposit in a manner chosen by Banc or Banc's Provider (for example, "Credit to the Account of the Within Named Payee," "Payment Accepted Without Prejudice," or "Absence of Indorsement Guaranteed"). Banc is not responsible for payor bank acceptance or rejection of the indorsements used. If appropriate after processing, Banc will deposit items and Cash into Customer's account with Banc and make such funds available to Customer in accordance with Banc's funds availability policy. Banc shall make funds available to Customer by credit to Customer's account, and Customer remains obligated for all adjustments resulting from adjustments to Customer's account.

Neither Banc or Banc's Provider will be deemed a bailee, and the risk of damage, loss or shortage is expressly assumed by Customer, and Banc and Banc's Provider shall have no liability for any such damage, loss or shortage. A notice of any

discrepancy between the contents of the Bag and the deposit ticket will be delivered or otherwise made available to Customer. Banc reserves the right to return nonconforming items to Customer and Customer agrees that Banc may charge Customer's account for the return costs. Alternatively, and at Banc's discretion, Banc may require Customer to arrange to pick-up nonconforming items. Customer agrees to hold Banc and Banc's Provider harmless for any loss or shortage, including that the contents of the Bag fail to conform to the accompanying deposit slip.

Customer recognizes that in following the instructions of Customer, Banc or Banc's Provider may come into possession of items to which parties other than Banc may claim an interest. In that regard, Customer hereby agrees to at all times indemnify and hold Banc harmless from and against any and all claims, actions, whether groundless or otherwise, as well as from and against, any and all liabilities, losses, damages, judgments, costs, charges, attorneys' fees, and any other expenses of every nature and character in any way related to the claims by any party or parties, whether by action or non-action, with respect to any item of any nature whatsoever, alleged or claimed to have been delivered to Banc or Banc's Provider by or on behalf of Customer. Customer's indemnification obligations will survive termination of this Service Description.

- E. **Cutoff Hours.** Bags delivered by the Courier on a business day after applicable cut-off hours, or to Banc or Banc's Provider on a day when Banc or Banc's Provider, respectfully, is not regularly open for business, need not be opened, verified or credited by Banc or Banc's Provider until the following business day.
- F. **Record of Contents of Bags.** Customer shall maintain a complete record of all contents placed in the Bag(s) and in the case of loss, to promptly, diligently, and completely cooperate with Banc in the identification or replacement of the items so lost. Such cooperation shall include, without limitation, requests by Customer to makers of missing checks to issue duplicates, and in the event the makers thereof refuse to do so, then to assert all its legal and equitable rights against said makers or, if applicable, to subrogate such rights to Banc or its assigns. The provisions of this paragraph are not intended to alter or modify the responsibility for any loss, shortage or discrepancy set forth in the Disclosure or this Service Description.
- G. **Items Not Permitted.** Customer may use the Service to process currency, coin and check deposits. Unless Banc specifically agrees otherwise in writing, Customer may NOT use the Service to deposit the following:
 - 1. Demand drafts or remotely created checks;
 - 2. Items payable to "Cash";
 - 3. Savings bonds and non-negotiable items;
 - 4. Stale-dated items by six months or more or post-dated items;
 - 5. Items returned unpaid for any reason;
 - 6. Items that exceed Customer's transaction limitation as established by Banc from time to time;
 - 7. Image Replacement Documents (substitute checks);
 - 8. Treasury Bonds or other securities;
 - 9. Non-cash coupons;
 - 10. Foreign currency, coin or instruments;
 - 11. Third party items; or
 - 12. Checks payable to Customer and another party who is not a joint owner on the Account.

VI. Insurance.

- A. **Banc's Insurance Limitations.** Banc's deposits are insured by the Federal Deposit Insurance Corporation up to the standard maximum deposit insurance amount (SMDIA). Banc also maintains insurance coverage for certain losses and damages. No insurance coverage or guarantee against loss is made or assumed by Banc for any property, including items or Cash, in Customer's possession or Customer's Courier's possession during transport of the shipments. Cash placed in the shipments delivered to Customer's Courier but not yet receipted for by Banc are not covered against loss by Banc's insurance coverage and Banc does not assume liability until the same are receipted for by Banc or Banc's Provider.
- B. **Customer's Insurance Obligations.** Customer acknowledges that, at all times during the term of the Service Description, it shall be Customer's sole responsibility to purchase and maintain insurance against loss or damage to the contents of the Bags, including items and Cash, and while in the possession of Customer's Courier.

- VII. **Fees.** In addition to the other fees applicable to the Cash Vault and Deposit Services, Customer agrees that due to the future uncertainty of fuel supply, allocation and the constant fluctuation in price, Banc may have to institute a fuel surcharge in addition to the contractual charges, based upon prevailing conditions. Customer agrees to pay all fees applicable to the Cash Vault and Deposit Services, including applicable fuel surcharges.

- VIII. **Security Procedures.** Customer agrees to implement commercially reasonable security procedures (for example, identification credentials, pass codes, pass phrases, challenge questions and/or test keys which may change from time to time) sufficient to satisfy their respective needs to ensure the authenticity of the authorized individual(s) acting on behalf of Customer, the Courier and the Banc's Provider, and for the protection and transport of Bag(s). Customer expressly acknowledges that Banc will not be responsible or liable to any party due to any loss or failure resulting from the existence, lack of existence, or inadequacy of Customer's and/or the Courier's security procedures. Customer further expressly acknowledges that it has reviewed Customer's security procedures, the Courier's security procedures and Banc Provider's security procedures and has determined that they

are sufficiently commercially reasonable for Customer's intended use of the Cash Vault and Deposit Services, including but not limited to the transportation of Cash. Banc makes no representations or warranties, express or implied, as to the existence or sufficiency of Customer's security procedures or the Courier's security procedures. UNDER NO CIRCUMSTANCES SHALL BANC BE RESPONSIBLE FOR OR HAVE ANY LIABILITY WITH RESPECT TO ANY ITEMS OR CASH UNTIL THEY ARE ACTUALLY DELIVERED TO AND RECEIPTED BY BANC, INCLUDING DELIVERED TO AND RECEIPTED BY BANC'S PROVIDER ON BANC'S BEHALF, AT THE DESIGNATED BRANCH LOCATION, AS PROVIDED IN THE SUPPORTING DOCUMENTS.

- IX. Banc's Limited Liability and Risk of Loss; Customer Indemnification.** In addition to the limitations on liability otherwise provided under this Service Description and the Disclosure, Banc shall not be liable for any act or omission of Customer or Courier, including but not limited to any failure to make pick-ups or drop-offs as scheduled, or the loss or theft of any Bag. In no event shall Banc be liable for any loss of profit, indirect, special or consequential damages claimed to be incurred by Customer in any way arising from or pertaining to Cash Vault and Deposit Services provided pursuant to this Service Description. No coverage or guarantee against loss is made or assumed by Banc for funds in transit to or from Banc at any time. Customer's indemnification obligations will survive termination of this Service Description.

Except as hereinafter provided, Banc will be responsible up to the amount of fifty dollars (\$50.00) per shipment, for the reconstruction of the Customer's property lost or destroyed in route from the Customer's location to a Banc branch or Banc's Provider's facility. In the event reconstruction of items lost, misplaced or destroyed in route from Customer's location to a Banc branch or Banc's Provider's facility is not possible, Banc shall be responsible for ten percent (10%) of the actual or face value of said items, but in no event more than fifty dollars (\$50.00) per shipment. Customer agrees that Banc will not be responsible for any loss of interest incurred by Customer. It is further understood and agreed that under no circumstances shall Banc be responsible or liable for any special, incidental, or consequential damages, including but not limited to loss of sales, income, interest, profits, attorney's fees and other costs resulting from loss, delay, non-delivery or damages to a shipment.

- X. 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.

XI. Rejection.

- A. Cash Withdrawals. Notwithstanding anything to the contrary in this Service Description, Banc may require reasonable advance notice for large cash withdrawals. Banc may also refuse to honor a request to withdraw funds in cash if Banc believes that the amount is unreasonably large or that honoring the request would cause us an undue hardship or security risk.
- B. Deposits. Notwithstanding the foregoing, Banc reserves the right to reject for deposit any item or Cash received in connection with the Cash Vault and Deposit Service at any time and with or without cause, and either with or without notice to Customer. Credit for items and Cash received in connection with the Cash Vault and Deposit Service will be provisional, subject to Banc's right of rejection. Rejected items and cash may be returned to Customer.

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.