

## Multiple-Entity Access, Agency, and Joinder Agreement

Name of Designated Agent: \_\_\_\_\_

- 1. Multiple-Entity Access.** Banc of California (“Banc”) hereby offers Customer and Customer hereby accepts the multiple-entity access (“Access”). Access is designed to enable accounts to be linked together for access to Banc’s online banking services, as detailed in this Multiple-Entity Access, Agency, and Joinder Agreement (the “Agreement”). Banc reserves the right, without prior written notice to Customer, to place limits on Customer’s right to use the Access. By agreeing to this Agreement (as reflected in Exhibit A hereto) each Customer acknowledges that it has read and agrees to be jointly and severally bound with the other Customers by the terms and conditions provided in this Agreement and the exhibits hereto, as may be amended, as to each of Customer’s respective Accounts. The term “Customer” as used in this Agreement shall refer to each Customer entering into this Agreement with Banc, reflected in Exhibit A as amended from time to time.

**YOUR ATTENTION IS ALSO 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 YOU WAIVE ANY RIGHT TO BRING OR PARTICIPATE IN ANY CLASS OR REPRESENTATIVE ACTION OR IN MASS ARBITRATION. YOU 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.**

- 2. Treasury Management Services Disclosure; Separate Service Descriptions.** As to each Customer individually, this Agreement forms part of the Business Online Service Description (“Online Banking Agreement”) and the Treasury Management Services Disclosure (“Disclosure”) agreed to by said Customer. To the extent Customer is enrolled in the Automated Sweep Service, Positive Pay & ACH Filtering/Blocking Service, the ACH Service, the RDC Service, Foreign Exchange Services, Lockbox Services, SWIFT Services, Information Data Exchange Services, or any other treasury services that may be provided by Banc to Customer (collectively, “Services”), Customer’s use of Services will also be subject to the terms and conditions of the Automated Sweep Service Agreement as well as the corresponding separate service descriptions and agreements (collectively, “Additional Service Descriptions”). The Service Agreements are incorporated into this Agreement and made a part of it by reference. The Accounts and all Services used by a Customer will continue to be subject to the terms and conditions of the applicable Other Agreements, as well as the Service Agreements, except to the extent specifically modified in the Agreement. In the event of a conflict between this Agreement, the Other Agreements and the Service Agreements, this Agreement will control.
- 3. Services and Agency Appointment.** Each Customer acknowledges and agrees that all of the Services available pursuant to its Service Agreements with Banc will be subject to access by one or more Authorized Representatives, including the Designated Agent (each an “appointed party”). Accordingly, the Services will be applied or made available to each Customer and to all Accounts of each Customer on an individual and on a multi-party basis. What this means is that each Authorized Representative, will have access to Customer’s account information and may transact business on Customer’s accounts on Customer’s behalf. Banc may, but is not required to, impose limitations on Customers that differ from one Customer to the next Customer.

Under the terms of this Agreement, Banc may provide multiple Customers, including each Authorized Representative, with access to the Services on Customer’s behalf. Each Customer hereby authorizes each Authorized Representative to act as agent for such Customer in connection with any and all matters relating to this Agreement, including, without limitation, administering the Services and originating transactions, issuing instructions, transmitting deposit data, executing enrollment forms and other agreements (including, without limitation, the Online Banking Agreement, the Disclosure, and any and all enrollment forms and agreements related to the Positive Pay & ACH Filtering/Blocking Service, the ACH Service, the RDC Service, Foreign Exchange Services, Lockbox Services, SWIFT Services, Information Data Exchange Services, or any other treasury services that may be provided by Banc to the Customer), terminating this Agreement, agreeing to modifications and amendments to this Agreement, and receiving notices under this Agreement or in connection with any of the Services (which will be effective against such Customer, even if such notices and communications are sent only to the Authorized Representative); and any and all such actions by an Authorized Representative shall be binding on each Customer. Banc may conclusively rely on the authority of each Authorized Representative’s to act for itself and to bind the Customers with respect to the foregoing. Each Authorized Representative has agreed to notify the Customers of any such notices received, agreements made, and actions taken on behalf of any such Customer pursuant to this Agreement.

- 4. Joinder to Existing Treasury Agreements.** Customer and Banc are parties to one or more various online banking and treasury agreements, including specifically and without limitation the Online Banking Agreement, the Disclosure, and any and all enrollment forms, service descriptions, and any other agreements entered into in connection with utilization of the Services (collectively, the “Existing Treasury Agreements”). Customer acknowledges that Designated Agent has provided copies of the Existing Treasury Agreements to Customer. Customer has reviewed the terms of the Existing Treasury Agreements, and desires to become a party to each Existing Treasury Agreement. By signing below, Customer shall become and be a party to each Existing Treasury Agreement as if it had subscribed thereto directly.
- 5. Use of Services.** The multi-access nature of the Access directs Banc to provide Service access between unlike accounts that may or may not be related by common ownership or common signers. Each Customer understands that the Security Devices allow active account transaction functionality (i.e., payments, transfers, etc.) between the Accounts and to third parties.

6. **Additional Services.** Customer agrees that, from time to time, Customer may subscribe to additional treasury services (“New Services”) via an additional enrollment form or similar agreement, in a form acceptable to Banc, signed by the Designated Agent (on behalf of Customer), at which time such New Services shall constitute Services under this Agreement.
7. **Commingled Funds.** Each Customer hereby agrees that if any of its collections are received through or in any Lockbox or Account now or hereafter established in the name of Designated Agent or any Customer (each, a “Commingled Lockbox” or “Commingled Account”, respectively), then any Authorized Representative, including but not limited to, the Designated Agent or such Customer is authorized to receive, endorse, negotiate, deposit, withdraw, transfer and apply such Customer’s collections and take any and all other actions with respect thereto, all as the Authorized Representative or such Customer deems appropriate. Each Customer understands that such collections may be commingled with the funds of other entities. Each Customer hereby disclaims and releases all right, title and interest in its collections, and hereby waives any and all legal claims such Customer may have against Banc based on conversion or any other legal theory, regulation or statute, due to such commingling. Each Customer represents and warrants to Banc that no collections of a type that, by virtue of a statutory, regulatory, contractual or other restriction, cannot be commingled with other funds or payments will be submitted to or received in any Commingled Lockbox or Commingled Account.
8. **Defined Terms.** Defined terms in this Agreement shall have the meaning provided in the Disclosure, unless otherwise defined in this Agreement. In addition to other defined terms in this Agreement, the terms below will have the following meaning herein:

“**Account Owner(s)**” refers to the Customers granting the Designated Agent, as well as each appointed party, including each Authorized Representative, access to their accounts identified as such on Exhibit A.

“**Administrator**” has the meaning given in the Online Banking Agreement and includes any successor to an Administrator.

“**Adverse Event**” means:

- a. If any Account is subject to levy, attachment or other legal process;
- b. If any Customer is the subject of voluntary or involuntary bankruptcy proceedings, or any other action for relief of creditors generally;
- c. If any Customer disputes the authenticity of any Communication, or the authority of Banc to act or not to act, or the legitimacy of any action taken by Banc, in connection with any Service performed in response to any Communication received by Banc;
- d. Any non-Customer asserts an interest in an Account, whether or not the interest is later held to be valid; or
- e. Any other action or inaction deemed by Banc to present risk to the Banc.

“**Authorized Representative**” includes each of the following:

- a. The Customer;
- b. A Customer’s employees, officers, designees, agents, Administrators, Users, or other persons authorized by the Customer to use the System or Services;
- c. Any person who has been given access by a Customer or by another Authorized Representative (even if in breach of obligations of confidentiality) to use the System or Services; and
- d. Any person: (A) to whom the Customer provides actual authority, and including the Designated Agent and any authorized representatives of the Designated Agent (for example, by appointment as agent or by resolution of the Customer’s board of directors or governing body); (B) who has apparent authority to act on behalf of the Customer; or (C) who receives Security Devices or any other security procedures from the Customer, any Administrator, or any other person previously given access to the security procedures by the Customer.

“**Commercial Account**” means an account that is used for any purpose other than a Consumer Account.

“**Communication**” means any message, instruction, payment, electronic data or other communication received by Banc through the System or a Service and in the name of any one or more Customer(s). The term “Communication” includes any requests for transfers between accounts, or other access to or use of the System or for purposes of any Services made available in this Agreement.

“**Consumer Account**” means an account that is established primarily for personal, family and household purposes and is a “consumer account” as defined in Regulation E.

“**Designated Agent**” is the party designated as such on the top of this Agreement.

“**Service Agreements**” means, collectively, the terms and conditions provided in the Disclosure, the Online Banking Agreement and the Additional Service Descriptions, Supporting Documents, exhibits and addendums, as applicable.

“**Other Agreements**” means Banc’s Deposit Account Agreement and Disclosure (“DAAD”) and any other agreement applicable to a deposit or loan account or Services entered into by and between Banc and the Customer, as amended from time to time.

“**Security Devices**” and “**Security Procedures**” refer to the authentication systems, tools or methods used by Banc to authenticate Communications from a Customer including any Authorized Representatives, or their successors (as applicable).

“**Service**” means the services accessible through the System.

“**User**” has the meaning given in the Online Banking Agreement and includes any successor User.

“**System**” means the online banking platform offered by Banc to Customer, as described in the Service Agreements.

**9. Banc Provided Equipment.** Each Customer acknowledges and agrees that all equipment provided by Banc (to the extent applicable) to enable the Customers’ use of the Services may be shared among all Customers and subject to access by all Authorized Representatives of each Customer. Accordingly, to the extent the Service Agreements provide rights, responsibilities and liabilities to each Customer as to Banc-Provided Equipment, such rights will be shared among the Customers, and the responsibilities and liabilities will be joint and several between and among the Customers. The Banc-Provided Equipment, as applicable, will be utilized by each Customer to facilitate deposits to all Accounts of each Customer on an individual and on a multi-party basis. Banc may, but is not required to, impose limitations on Customers that differ from one Customer to the next Customer.

**10. Agreement.** Each Customer authorizes Banc to allow each Authorized Representative access to the Customer’s Accounts via the System or any Service with full authority given to conduct transactions on each Customer’s behalf. This may include Services that are made available to other Customers but that are not made available by Banc directly to the Customer whose Accounts are affected. This includes authority granted under this Agreement or under any applicable Other Agreement or Service Agreement. Without limiting the foregoing, each Customer authorizes Banc to debit or credit its Accounts and otherwise to act in accordance with Communications received from any Authorized Representative. The authority granted to each Authorized Representative continues until the Customer notifies Banc and expressly withdraws the authorization for that person to use the security procedures and Banc has had a sufficient time to act on such information.

Each Customer expressly acknowledges and agrees to each of the following: (i) Banc will not control or oversee the activities or function capabilities of any Authorized Representatives, or any other Customer; (ii) to assume all risks associated with providing access to Customer’s financial accounts, services and information to each Authorized Representatives, in addition to each other Customer; (iii) to implement and maintain its own system of monitoring the activity of Authorized Representatives, in addition to each other Customer with respect to Customer’s accounts maintained with Banc; and (iv) to immediately notify Banc in the event the authority granted under this Agreement is revoked or modified.

Each Customer acknowledges and agrees that Banc may share information regarding the Customer’s use of the Services and any use by any Authorized Representative with any other Customer or its designee, including the other Authorized Representatives.

**11. Communication with Banc.** Each Customer agrees that Banc is entitled to act upon any instruction or other Communication received by Banc through the Service from any Authorized Representative and may treat that Communication received through the Service as valid to the same extent and to the same effect as if it had been received through the Service from one of the Customers whose Account will be debited or otherwise is affected. To this end, each Customer appoints each Authorized Representative as the appointing Customer’s agent and attorney in fact for the purpose of initiating instructions and transactions through the Service, including but not limited to initiating payment orders to third parties and providing Communications to Banc, and agrees to be bound by any payment order or Communication issued through the Service by any Authorized Representative. To the extent there is a conflict between a Communication received from an Authorized Representative and a Communication received from Customer, in Banc’s discretion, the Authorized Representative’s Communication shall control.

A Communication received by Banc through the Service will be deemed to be a valid and authorized Communication of the Customer named in the Communication for purposes of any Service requested in the Communication. Banc is not required to verify the authenticity of any Communication other than through the security procedures. Except to the extent expressly prohibited by law or regulation, a Communication received by Banc via the Service in the name of the Customer will be deemed an authorized Communication, binding on the Customer named in the Communication, if the Communication is sent by:

- a. Any Authorized Representative, regardless of whether such individuals are reflected as authorized signers for the Account; or
- b. Any other person, whether or not such person was authorized to act on behalf of the Customer, if the Communication is in the name of the Customer and if Banc verifies the authenticity of the Communication using the security procedures described in the Disclosure.

Under the terms of this Agreement, Banc may provide multiple Customers with electronic access to the Services using Banc’s online banking channels. Designated Agent or Customer may request, and subject to the terms hereof Banc may permit the online banking channel assigned to or designated as belonging to Customer to be used by an Authorized Representative (which may also include Designated Agent) for purposes of providing Communications to Banc, including conducting transactions and otherwise using the Services. Each Customer acknowledges and agrees that (i) Banc may rely and act upon any and all communications or instructions it receives through an online banking channel under an Authorized Representative’s Login ID with respect to such Customer’s Accounts as Communications of such Customer, and Banc’s reliance shall not constitute negligence or willful misconduct, (ii) such Customer shall be bound by (A) the use of the Services made through the Authorized Representative’s Login ID with respect to the Accounts of such Customer (B) all Communications or instructions Banc receives through an online banking channel under an Authorized Representative’s Login ID with respect to the Accounts of such Customer, (C) all transactions resulting from such

Communications, including, without limitation, electronic funds transfers and other disbursements from such Customer's Accounts, and (D) all other actions taken by Banc with respect to such Communications; (iii) Banc shall have no liability or responsibility to notify a Customer of any other entities with which Authorized Representative shares its Login ID, and (iv) only the employees or other Authorized Representatives of each Customer will use the Services and conduct transactions using the Login ID with respect to the Accounts of such Customer. Each Customer understands and agrees that use of the Services affecting each of such Customer's Accounts may be reflected on the records of Banc initiated by an Authorized Representative using the Login ID assigned to Authorized Representative and not as having been initiated by such Customer.

**12. Account Restrictions.** Each Customer understands that Services may be used to cause transfers of funds (debits and credits) from and to its Accounts without regard to any withdrawal or signature restrictions otherwise applicable to the affected Account. For example, if withdrawals, checks or other access to an Account is subject to dollar limits or multiple signature requirements, these limitations are not applicable to transactions conducted using the Services. This applies to deposit and loan accounts, if access to these or other types of accounts are made available using the Service.

**13. Limitation on Services.** Each Customer agrees that Banc may impose restrictions on any Services, with or without cause, at any time and either with notice or without notice to any Customer (including those affected by the restriction). Without limiting the foregoing, if an Adverse Event occurs, then Banc may (but is not obligated to) take any one or more of the following actions in connection with one or more (including possibly all) Accounts:

- a. Terminate or close Accounts;
- b. Restrict or terminate Services in connection with Accounts;
- c. Delay availability of funds on deposit in any one (and up to all) Account(s);
- d. Freeze funds in any one (and up to all) Account(s) and hold them pending instructions acceptable to the Banc;
- e. Interplead funds in Accounts with any court, whether or not the court later determines that interpleader is or is not an authorized action by Banc; or
- f. Take any other action to protect Banc against cost, harm, inconvenience, litigation or otherwise as it sees fit in Banc's sole discretion.

**14. Customer Acknowledgements.** Each Customer acknowledges and agrees that:

- a. Banc did not, at any time, solicit the Customers for activation of this Agreement;
- b. Banc is providing the Access and entering into this Agreement as an accommodation to the Customers and at the express request of the Customers;
- c. The Customer and not Banc is responsible for reviewing and understanding any negative impact on the Customer that may arise due to the Customers use or allowance of multiple entity access services as set forth herein (for example, loss of any insurance coverage, increased possibility of liability for obligations or actions of other Customers in insolvency or otherwise, and increased losses due to unauthorized transactions);
- d. Banc will not control or restrict any transaction effected by an appointed party, including any of the Authorized Representatives on any of the Accounts and that each appointed party, including each Authorized Representative may access information and funds in any of the Accounts using the Service, such access may increase the risk of unauthorized activity, improper comingling and misapplication of funds;
- e. The Access allows each appointed party, including each Authorized Representative, to utilize a single set of Security Devices to access all Accounts using the Service which may result in significant diminution in the protection offered by such Security Devices or procedures;
- f. The Customer should consult with their legal counsel and accountant prior to signing this Agreement;
- g. The Customer accepts all risks associated with the appointment of each Authorized Representative, including Designated Agent, as Customer's agent and use of the Access by itself and by the other Customers; and
- h. The Customer understands that if a malicious user were to obtain access to any single Account, the malicious user may obtain access to all linked Accounts, applications, systems, data sets, and environments.

**15. Customer Representations and Warranties.** The Customers individually represent and warrant to Banc, at the time of execution of this Agreement and as part of each Communication or use of a Service, that it is the true and sole owner of all funds in the Accounts associated with its name on the signature lines for said Accounts, and as follows:

- a. The Customer has all requisite power and authority to request and execute this Agreement, the Service Agreements and the Other Agreements;
- b. Each Communication is authorized, valid and binding on the Customer when named in the Communication, as provided to Banc in compliance with the terms and conditions of this Agreement;
- c. Any transaction conducted by the Customer will not be in violation of any state or federal law (including, but not limited to, California Corporations Code Section 2253, which prohibits making any dividend or distribution of assets except in the cases and in the manner allowed by law, either with the design of defrauding creditors or shareholders or of giving a false appearance to the value of the stock and thereby defrauding subscribers or purchasers); and
- d. All corporate or other business formalities, as applicable, have been and will be followed with respect to each transfer of funds, including, but not limited to, proper Agreement of all requests and transfers and record keeping requirements with respect to them.

- e. All necessary corporate action has been taken by the Board of Directors or other governing body of Customer to provide Designated Agent with the authority granted pursuant to this Agreement.
- f. Customer has the ability to receive the monthly statements issued by Banc, copies of all agreements entered into between Banc and Designated Agent, and all notices issued by Banc to Designated Agent pursuant to this Agreement.

**16. Security Procedures.** The security procedures used to verify the authenticity of instructions and Communications by the Customers equally apply to any successor Administrators and Authorized Representatives. By using the Services, each Customer acknowledges and agrees that the security procedures provide a commercially reasonable method of authenticating Communications and agree to be bound by any Communications, whether authorized or unauthorized, which Banc executes in compliance with the security procedures.

**17. Notice to the Banc.** Each Customer will notify Banc immediately if any representation or warranty made by the Customer ceases to be true and correct in all respects or if the Customer becomes aware of any breach of any representation or warranty by any other Customer.

**18. Laws and Regulations.** Each Customer agrees to comply with all applicable laws, rules and regulations in connection with its use of the System and the Services, including the sanctions laws of the United States as administered by the Office of Foreign Asset Controls (OFAC), as well as the Bank Secrecy Act Anti-Money Laundering prohibitions. Each Customer agrees to assist the Banc in complying with all laws, rules and regulations applicable to the Customers or to Banc, the System or the Services.

**19. Indemnification.** Except to the extent expressly prohibited by law or regulation, each Customer shall jointly and severally, defend, indemnify and hold harmless Banc and its officers, directors, agents and employees from and against any and all actions, costs, claims, losses, damages or expenses, including attorneys' fees and expenses, resulting from or arising out of any losses due to action or inaction by any Customer in the use of the System, or the Services, or by appointment by Customer of each Authorized Representative as the agent of Customer in connection with this Agreement, or by the Banc in the performance of its obligations under this Agreement. The obligations of the Customers under this Section are in addition to those provided elsewhere in this Agreement, and not a limitation on any other obligation of a Customer to the Banc, whether under this Agreement, any applicable Other Agreement, the Service Agreements, the Disclosure, at law or in equity. Customer's indemnification obligations under this Agreement will survive termination of this Agreement.

**20. Counterparts; Electronic Execution; Electronic Transmission.** This Agreement may be signed in counterparts, and if signed in two or more counterparts, each will be deemed an original, but such counterparts will constitute one instrument. This Agreement may also be executed by electronic signature. This Agreement (and any signature thereon), if executed using electronic signatures, shall have the same force and effect as manually-signed originals and shall be binding on all parties hereto. Signing this Agreement with electronic signatures satisfies any requirement under applicable law or regulation for a contract, agreement, file, record or signature to be intentionally reduced to a tangible writing or otherwise be "in writing", "a writing", or "written" (or using any term similar to "in writing", "a writing", or "written") and may be treated as an original for all purposes. Banc may also require that the Agreement (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 facsimile document or signature. A signed copy of this Agreement delivered by facsimile, digital image, e-mail transmission of a scanned image, DocuSign, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

**Each Customer's execution of Exhibit A to this Agreement constitutes their acknowledgement and acceptance of the terms and conditions of this Agreement, as amended by Banc from time to time.**

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**Multiple-Entity Access, Agency & Joinder Agreement  
Exhibit A**

**Customer (Account Owner) Acknowledgement – One Authorizing Signature**

Each of the Customers identified below in this section of Exhibit A, as amended from time to time, acknowledges that it has read, accepts and agrees to be bound by the terms and conditions provided in this Agreement. Furthermore, each of the undersigned Customers expressly acknowledges that the term “Account(s)” as used in the Agreement will include all accounts of the Customer opened now and in the future at Banc of California (“Bank”).

<b>Customer Name:</b> _____	<b>Customer Name:</b> _____
<b>Customer Name:</b> _____	<b>Customer Name:</b> _____
<b>Customer Name:</b> _____	<b>Customer Name:</b> _____

**Signed for and on behalf of all Customers (Account Owners) listed above by the Contracting Officer(s) or equivalent(s) below:**

<b>By (Signature):</b> <u>  X[ACCEPTANCE ON FILE]  </u>	<b>Date:</b> _____
<b>Printed Name:</b> _____	<b>Title:</b> _____

**Customer (Account Owner) Acknowledgement – Multiple Authorizing Signatures**

Each of the undersigned Customers identified on this Exhibit A, as amended from time to time, acknowledges that it has read, accepts and agrees to be bound by the terms and conditions provided in this Agreement. Furthermore, each of the undersigned Customers expressly acknowledges that the term “Account(s)” as used in the Agreement will include all accounts of the Customer opened now and in the future at Banc of California (“Bank”).

**Signed for and on behalf of Customer (Account Owner) by the Contracting Officer(s) or equivalent(s) below:**

<b>Customer Name:</b> _____	<b>Customer Name:</b> _____
<b>By (Signature):</b> <u>  [ACCEPTANCE ON FILE]X  </u>	<b>By (Signature):</b> <u>  [ACCEPTANCE ON FILE]X  </u>
<b>Printed Name:</b> _____	<b>Printed Name:</b> _____
<b>Title:</b> _____	<b>Title:</b> _____
<b>Date:</b> _____	<b>Date:</b> _____
<b>Customer Name:</b> _____	<b>Customer Name:</b> _____
<b>By (Signature):</b> <u>  [ACCEPTANCE ON FILE]X  </u>	<b>By (Signature):</b> <u>  [ACCEPTANCE ON FILE]X  </u>
<b>Printed Name:</b> _____	<b>Printed Name:</b> _____
<b>Title:</b> _____	<b>Title:</b> _____
<b>Date:</b> _____	<b>Date:</b> _____

**Bank Acknowledgement**

  X[ACCEPTANCE ON FILE]    
**Signature**

_____	
<b>Printed Name</b>	
_____	_____
<b>Title</b>	<b>Date</b>