



Treasury Management Services Terms and Conditions

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INTRODUCTION

Thank you for choosing Story Financial Partners for Treasury Management Services. We appreciate the opportunity to serve you. If you have any questions about our Treasury Management Services or about these Treasury Management Services Terms and Conditions, please contact our Treasury Management Department. This Master Agreement contains the terms and conditions under which we provide you with Treasury Management Services. It is used in conjunction with the terms and conditions applicable to the deposit accounts for which Services are provided. Please read this Master Agreement carefully and keep it for your records.

Part I below is the General Terms and Conditions applicable to all the services offered in and referenced in these Treasury Management Services Terms and Conditions (each a “**Service**” or collectively “**Services**”). Part II of this Master Agreement contains the specific Service Sections (each a “**Section**” or “**Service Section**”) which contain the terms and conditions applicable for each specific Service. Terms defined in Part I are applicable to all of the terms contained in this Master Agreement. Terms contained within Part II are applicable only to the provisions of the Service contained in the Service Section in which the term is defined. In the event of a conflict between the terms in Part I and the terms in Part II, the terms in Part II shall control.

Some Services require Client to complete additional forms or provide additional information (“**Operating Instructions**”), which provides Bank with necessary information to set up the Service. The Operating Instructions must be completed by you before using the applicable Service. The Operating Instructions are incorporated herein and made a part of this Master Agreement. You may begin using the Service when we have received all required and properly executed documentation.

By signing the Treasury Management Services Application and Enrollment Form (the “**Enrollment Form**”) for this Master Agreement, Story Financial Partners (collectively “**Bank,**” “**our,**” “**we,**” “**us**”) and the entity designated in the Enrollment Form (“**Client,**” “**you,**” “**your,**” “**yours**”) agree to be bound by the Treasury Management Services Terms and Conditions, including the Enrollment Form and all Schedules thereto, all Operating Instructions, any other Treasury Management Services agreements (a “**Service Agreement**”) and all other agreements referenced herein, each as amended from time to time (collectively referred to herein as the “**Master Agreement**”) and Client acknowledges and agrees that it has received, read, understands, and agrees to the Master Agreement.

After the Client executes the Enrollment Form, the Client may from time to time request the Bank to provide any of the Services. The Client may begin to use any such Service once Bank has approved such use and has received all required properly executed forms.

All times listed in this Master Agreement are Central Time (daylight or standard) unless otherwise stated.

PART I: GENERAL TERMS AND CONDITIONS

The following terms and conditions apply to all the Treasury Management Services provided by Bank. These Services currently include, but are not limited to, the Commercial Internet Banking Service, Automated Clearing House (“ACH”) Origination, Wire Transfer of Funds, Fraud Prevention Services (including Positive Pay, ACH Positive Pay and ACH Block/Filter), Instant Payment Services (including FedNow and RTP), Remote Deposit Capture Services, Sweep Services, Lockbox Services, the Direct Transfer Processing Service and any other service described herein (individually the “Service,” collectively the “Services”). Bank and Client agree that this Master Agreement shall also govern all new Treasury Management Services used by Client in the future. Bank agrees to provide and Client agrees to purchase certain Services provided for and described in this Master Agreement and agrees to such terms and conditions of this Master Agreement. Client agrees as follows:

1.1 Authority, Representations and Warranties.

Client hereby warrants that it has full right, authority and power to agree to the terms of this Master Agreement and that execution of the Enrollment Form has been duly authorized by necessary governing bodies or executive officers, as the case may be. Client agrees to supply Bank any information that the Bank may reasonably request including, but not limited to, such documents as may be satisfactory to the Bank which establish the authority of any representative to enter into or act on behalf of Client in regards to this Master Agreement or to enter into the Services and or to perform any other act contemplated under this Master Agreement. Client further warrants that it is validly existing and in good standing under the laws of the applicable state and any consent or authorization of any governmental authority or third party required to be obtained by Client in connection with this Master Agreement or any Service(s) used or performed has been obtained. You acknowledge, represent and warrant that the Services will not be used for accounts established primarily for personal, family or household purposes. Specifically, you acknowledge, represent and warrant that the transfer of funds from your Accounts is for business purposes and not for personal, family or household purposes. Accordingly, the provisions of the federal Electronic Fund Transfer Act, as amended, and the Consumer Financial Protection Bureau’s Regulation E, as amended (“Reg. E”), and any other laws or regulations, as well as any terms or provisions of this Master Agreement, intended for the protection of consumers or governance of transactions involving consumers or consumer accounts do not apply to any Service transactions affecting your Accounts.

1.2 Commonly Controlled Entities.

Client, and each Commonly Controlled Entity, (as defined below) represent and warrant to Bank: (1) that each of the Commonly Controlled Entities is an entity in which the Client or its Parent (herein defined) has direct or indirect majority ownership interest; (2) that each such entity maintains one or more checking accounts with Bank (each, a “Commonly Controlled Entity”); (3) that the person executing the Enrollment Form on behalf of the Client is an authorized signatory on each of the Commonly Controlled Entity Accounts with Bank and authorized to add, modify and delete Services for Client; (4) that the execution of the Enrollment Form by such person constitutes the acceptance of and agreement to the terms and conditions contained in this Master Agreement and the Operating Instructions for the Services, both on behalf of the Client and each such Commonly Controlled Entity, for the purpose of granting authority for such person to perform transactions hereunder; (5) that all actions by such person on behalf of the Client or a Commonly Controlled Entity constitutes the duly authorized action of the Client and/or such Commonly Controlled Entity, as applicable; and (6) that each Commonly Controlled Entity is deemed to be a party to this Master Agreement. For purposes of this Master Agreement, “Parent” means a person or entity that has a majority ownership interest in Client.

a. Bank, in its discretion, may permit Client to link its Accounts maintained at Bank to the Accounts of other Commonly Controlled Entities through the Services, to permit Client to perform all banking transactions authorized in the Service Sections and this Master Agreement, relating to such Commonly Controlled Entities’ Accounts without requiring other signatures or further authorizations of the applicable Commonly Controlled Entities.

b. Client, and each Commonly Controlled Entity, represent to Bank that they have entered into an agreement in which Client agrees to perform certain Treasury Management Services, on behalf of Commonly Controlled Entities that requires Client to have access to, and authority to conduct banking transactions on behalf of and with respect to, the Commonly Controlled Entities’ Accounts maintained at Bank. By signing the Enrollment Form, Client and each Commonly Controlled Entity make such representation to Bank and authorize Bank to perform such transactions based upon Client’s instructions.

c. Client and each Commonly Controlled Entity represents and warrants to Bank that if Accounts held under different tax identification numbers are linked, the person signing the Enrollment Form is an authorized signatory for each Commonly Controlled Entity, is authorized to designate the Users and/or Representatives for access to any Service included in this Master Agreement and the Service Section, and that no Account included for common access is restricted from such common access by any provisions of Client’s charter, bylaws or similar documents or any applicable laws or any existing resolution, declaration or agreement with Bank and that each of the requested Services has been duly and legally authorized by Client and each Commonly Controlled Entity. Where Accounts held under different tax identification numbers are requested to be linked, Client, and each Commonly Controlled Entity, acknowledges that Bank shall rely on the Security Procedure to determine authority of Client to transfer funds or conduct other transactions effecting Accounts of other Commonly Controlled Entities. Client and each Commonly Controlled Entity acknowledges that it is responsible for determining any limitations on access to its Accounts by its officers, employees, or other designated representatives.

d. Where Bank permits linkage between Commonly Controlled Entity accounts, Client and each of the Commonly Controlled Entities hereby jointly and severally direct Bank and authorize it: (a) to provide complete access by Client to Commonly Controlled Entities’ Account(s), and (b) to recognize, accept and effectuate all transactions initiated through the Services available under this Master Agreement by Client, with respect to Commonly Controlled Entities’ Accounts, all without further inquiry regarding: (i) the authority of the person(s) initiating the transaction(s), and (ii) any aspect of the transaction(s) itself. Bank shall not otherwise be deemed to have any knowledge of the provisions of the agreement between Client and its Commonly Controlled Entities respecting such banking or other matters, nor any of their respective duties thereunder, and recitation of the said agreement herein is for reference purposes only.

e. By executing the Enrollment Form and agreeing to the terms and conditions contained in the Master Agreement, Client and each Commonly Controlled Entity represents and warrants to Bank that (i) it has fully advised the appropriate owners, officers, and other personnel of Client and each Commonly Controlled Entity regarding the terms hereof, including with respect to, among other things, terms and conditions relating to Client's rights and obligations with respect to Account linkage matters and with respect to the Commonly Controlled Entity's joint and several obligations hereunder relating to such transactions; (ii) Client and each Commonly Controlled Entity fully agrees to be bound by the terms hereof in respect of its Accounts, including with respect to, among other things, the charging of fees to its Accounts as described in this Master Agreement; (iii) Client and each Commonly Controlled Entity hereby assume all obligations and risks pursuant to the terms of this Master Agreement with respect to transactions affecting Client and each Commonly Controlled Entity's Accounts. Bank shall have no responsibility with respect to the application of funds pursuant to transactions under this Master Agreement and Bank's obligations with respect to such funds and Account linkage matters shall be limited strictly and specifically to those set forth herein.

f. All fees and charges incurred for specific transactions and Services by Commonly Controlled Entities executed using the Services shall be charged to the applicable designated Account of the Client or the applicable Commonly Controlled Entity. All fees assessed are listed in the Bank's current schedule of fees for Treasury Management Services and/or any Service(s) in this Master Agreement ("**Schedule of Fees**") and are subject to change from time to time.

g. Client and each Commonly Controlled Entity, jointly and severally, hold Bank harmless and indemnify Bank for any loss, damage, injury, assessment, judgment or liability, suffered or incurred by Bank, and for any claim, proceeding, action or cause of action brought against Bank (including reasonable attorneys' fees relating thereto), arising from, or in any manner in connection with any transactions executed under the terms and conditions of this Master Agreement and the Service Sections.

h. A Commonly Controlled Entity may withdraw the authority granted under this Master Agreement for Client's authorized representative to act on behalf of such Commonly Controlled Entity hereunder and under one or more Service Sections by providing notice of such withdrawal of authority to Bank as provided herein, but such notice shall not be effective until five (5) Business Days after receipt and written acknowledgment of such receipt, by Bank, or such earlier time as Bank may effectuate such withdrawal of authority. Client and Bank agree that in the event of withdrawal of the authority granted herein by a Commonly Controlled Entity, Client and Bank shall terminate this Master Agreement and all applicable Service Sections (collectively "**Service Sections**") in accordance with the termination provisions of the Service Sections.

The delivery of notices, documents and correspondence to Client in connection with this Master Agreement and each Service Section shall be deemed to be delivery to each Commonly Controlled Entity.

1.3 Deposit Account Terms and Conditions.

Client acknowledges and agrees that Client's demand deposit accounts maintained with Bank (individually "**Account**," collectively "**Accounts**") are an integral part of the Services offered by Bank and that all transactions and Services initiated or processed pursuant to this Master Agreement are subject to the terms and conditions, any disclosure pertaining to the Account(s) into which the deposit is to be made, and any rules, regulations and agreements applicable to or governing the Account(s) ("**Account Agreement**") in effect from time to time between Client and Bank including without limitation, the arbitration provisions. The Account Agreement is expressly incorporated herein by reference. The terms and conditions of this Master Agreement shall control over any inconsistent terms and conditions of the Account Agreement. Client acknowledges that it has signed and executed all agreements, resolutions, signature cards and forms governing Client's demand deposit account required by Bank. If Client has not signed the foregoing forms required by Bank, by signing the Enrollment Form, Client acknowledges that it has read the contents of and agrees to be bound by the terms of those forms, agreements and documents, and adopts and ratifies, as an authorized signatory(s), the signature(s) of any person(s) who has signed a signature card or any check on Client's account. Client also agrees to establish all accounts that must be opened in conjunction with the Service provided by Bank.

1.4 Required Deposit Balance.

Bank offers Treasury Management Services under the Service Sections only in association with one or more deposit accounts maintained by Client at Bank. If required by Bank, Client agrees to maintain the minimum collected balance ("**Required Deposit Balance**") in the amount and in the account specified in the Service terms and conditions of the specific Services selected and designated by Client and the set of detailed instructions referred to as the Operating Instructions, defined below in section 1.5 and establishing the procedures and operating instructions governing the Service.

1.5 Services Requested by Client; Use of Third Party Service Providers.

Bank shall perform the Services selected by Client in accordance with the Service terms and conditions contained herein and the Operating Instructions governing the selected Service. "**Operating Instructions**" shall mean any information provided by Bank to Client and any information provided by Client to Bank giving instructions for use of the Service. Operating Instructions, which may be communicated within the terms and conditions of the Service, by online screen instructions or other forms of written notice permitted by this Master Agreement, are made a part hereof. Client agrees the use by Client of any Service Section shall, without any further action or execution or acceptance of any documentation on the part of Client, constitute Client's acceptance of this Master Agreement, as amended, including each applicable Service Section as may be in effect at the time of use. Client may be using special equipment, services or software provided by a third party to assist it in processing Checks (as defined in Part II, Section 2), files, accessing the ACH Origination Service, Wire Transfer Service, Bill Pay Service, Commercial Internet Banking, Fraud Prevention Services, Instant Payment Services, or otherwise transmitting data and information or communicating payment instructions (collectively, "**Files**") to Bank under this Master Agreement ("**Service Provider**"). To the extent Client is using any such Service Provider, the term "Client" shall also include the Service Provider(s). Client agrees not to use a Service Provider to transmit Files to the Bank without first (i) notifying the Bank in writing at least ten (10) days prior to Client's intention to use a Service Provider and (ii) obtaining the Bank's approval. After receiving approval from the Bank, if the Client uses a Service Provider to transmit Files to the Bank, Client agrees (a) that the Service Provider is acting as the Client's agent in the delivery of Files to the Bank; (b) to assume full

responsibility and liability for any failure of Service Provider to comply with the laws of the United States, the Rules and this Master Agreement; and (c) to provide the Bank with the name of the Service Provider along with documentation and/or agreements regarding the Service Provider reasonably requested by Bank. Client understands and acknowledges that Bank shall not be liable for any losses or additional costs incurred by the Client resulting from any error by the Service Provider or a malfunction of equipment or software provided by the Service Provider. Client is solely responsible for maintaining compliance with the requirements of the Service Provider, including obtaining any software updates. Bank shall not have any responsibility for any File handled by the Service Provider until that point in time when the Bank accepts and approves a File from such Service Provider for processing. If the Bank authorizes the Client to use a Service Provider, the terms and conditions governing the relationship between the Client and the Service Provider shall be governed by a separate agreement between the Client and the Service Provider ("**Service Provider Agreement**"). All of the Client's obligations and responsibilities under this Master Agreement will apply to the Service Provider, and the Client's separate agreement with the Service Provider must so provide. At the Bank's request, the Client will provide to the Bank a true and exact copy of such agreement. To the extent there is any conflict between the terms of this Master Agreement and the Service Provider Agreement, the terms of this Master Agreement shall control. The Client shall designate the Service Provider as a User on behalf of Client and Bank may require the Service Provider to enter into a Service Provider Agreement with Bank before the Service Provider sends Files to the Bank. Notwithstanding the foregoing, the Client hereby authorizes the Bank to accept any File submitted by the Service Provider even if the Service Provider has not been designated as a User or if the Service Provider has not executed the Service Provider Agreement. Client hereby indemnifies and holds Bank harmless for any losses, damages, fines, assessments, costs and expenses incurred or suffered by Bank or any other person as a result of or arising from Client's use of the Service Provider, including fines or assessments incurred under the Rules and attorneys' fees.

1.6 Effective Date.

The effective date of this Master Agreement shall be the earlier of (a) the date the Bank accepts the Enrollment Form executed by Client or (b) the date when Client begins using any Service(s). Once the Client has signed the Enrollment Form, the Client may request the Bank to provide Services which are provided for in this Master Agreement. Client may begin to use any such Service once Bank has approved such use and has received all required properly executed forms. Bank shall have no obligation to deliver or render the Service(s) until Bank has approved such use and received all required and properly executed forms. Use of the Service after the effective date of any such revisions, updates, and/or changes will constitute your consent to the same.

1.7 Data and Information Supplied by Client.

Client shall transmit or deliver data and other information in the format and on the media as provided for in each Service Section terms and conditions contained herein and the Operating Instructions or as otherwise required by the Bank in conjunction with rendering the Service(s) selected by Client. Client shall have the sole responsibility of ensuring the accuracy and correctness of the data transmitted. Client acknowledges and agrees that Bank shall not examine the data for correctness and the Bank shall not have any responsibility for detecting errors in the data transmitted by the Client. The data transmitted by Client must be legible, correct and complete. Bank shall not process, and Bank shall not be liable to Client for failure to process, the data if it is not in the format specified by Bank or if the data is incomplete. Bank shall not be liable for errors or omissions caused by data that is rejected as the result of Client's failure to provide the data in accordance with the standards specified in the Service terms and conditions and the Operating Instructions.

1.8 Update Notice.

Client shall provide written notice to Bank of any changes to the information previously provided by Client to Bank, including, but not limited to, any additional locations, any change in business, any new business, the identity of principals and/or owners, the form of business organization, type of goods and services provided and method of conducting sales or if any Administrator(s), User(s) or other employees having access to or authority to use the Services in this Master Agreement leave or are no longer associated with Client. Such notice must be received by Bank within five (5) Business Days of the change. Client shall provide any additional information requested by Bank within five (5) days of such request.

1.9 Security Procedures.

Bank shall provide Client with one or more User ID(s), Company ID, and/or passwords, Biometric Logon, one-time passcode, out-of-band authentication, and/or other means of authentication approved by the Bank (collectively, an "**Access Code**") to access certain Services. The use of the Access Code, in addition to other authentication methods described below, is a security procedure established by Bank to authenticate the identity of the person attempting to gain access to the Service ("**Security Procedure**"). The Security Procedure is not designed for the detection of errors. We may require you to change your Access Code from time to time for security reasons. You should keep your Access Code in a secure location. Any person having access to your Security Procedures will be able to access these Services and perform all transactions, including reviewing Account information and making Transfers to other Accounts and to other persons. You are responsible for safeguarding the Security Procedures. Providing these Security Procedures to another person effectively constitutes a grant of authority to access your Accounts.

a. You agree to comply with the Security Procedures and any other procedures Bank directs you to use, and you acknowledge and agree that the Security Procedures, including (without limitation) any code, Access Code, Password, User ID, personal identification number, user identification technology, token, certificate, layered security, software or other element, means, or method of authentication or identification used in connection with a Security Procedure ("**Security Devices**"), constitute commercially reasonable security procedures under applicable law for the initiation of the Services you utilize, including without limitation, transfers and access to confidential information. You authorize us to follow any and

all instructions entered and transactions initiated using applicable Security Procedures unless and until you have notified us, according to notification procedures prescribed by us, that the Security Procedures or any Security Device has been stolen, compromised, or otherwise become known to persons other than you or your representative(s) and until we have had a reasonable opportunity to act upon such notice. You agree that the initiation of a transaction or instructions using applicable Security Procedures constitutes sufficient authorization for Bank to execute such transaction or instruction notwithstanding any particular designation by you of authorized persons or signature requirements identified on any signature card or other documents relating to this Master Agreement or your deposit account maintained with Bank, and you agree and intend that the submission of transactions and instructions using the Security Procedures shall be considered the same as your authorized written signature in authorizing us to execute such transaction or instruction. You acknowledge and agree that you shall be bound by any and all transactions initiated through the use of such Security Procedures, whether authorized or unauthorized, and by any and all transactions and activity otherwise initiated by you, to the fullest extent allowed by law. You further acknowledge and agree that the Security Procedures are not designed to detect error in the transmission or content of communications or transactions initiated by you and that you bear the sole responsibility for detecting and preventing such error.

b. You agree to appoint and designate, in the Enrollment Form, an administrator (the “**Administrator**”) who will be authorized and responsible for creating and maintaining (or directing the Bank to create and maintain) Access Codes, including assigning and revoking access privileges for persons to use the Service, (“**User**”) and providing new and subsequent Security Devices to those Users. Bank will provide (i) each User or (ii) Client’s designated Administrator, through United States postal mail, e-mail and/or other delivery service selected by Bank at Bank’s option, with an Access Code to be distributed by the Administrator or the Bank to each User with respect to one or more of the Services. Client understands that the Administrator has the capability of providing administrative privileges identical to that of the Administrator to any User, including the ability to create and maintain subsequent User accounts and assigning and revoking access privileges. If these privileges are granted by the Administrator to a User, that User will also be considered an Administrator. Client shall regularly review (not less than weekly) and confirm through the Online Banking Service all entitlements and administrative privileges granted to the Administrator and each User to ensure that only the privileges and credentials intended by Client are granted to the Administrator and each User. You agree to notify us immediately, according to notification procedures in Section 1.27 below, if the authority of any Administrator or User is inconsistent with Client’s intended authority for each Administrator or User. Bank shall have no liability for privileges and credentials granted by the Administrator to any User or Administrator and Client shall indemnify and hold Bank harmless from any losses, damages, costs, claims or demands arising from or in any way related to such a grant of administrative privileges by any Administrator. Client will be required to use the Security Device each time it accesses the Services. Client acknowledges that any Administrator shall have the ability to control security levels such as Service access and Service transaction limits, including without limitation the ability to assign dollar amount limits to transfers of funds. You also agree that the Administrator or any User shall also have the authority on behalf of Client to electronically accept and approve any and all agreements and amendments to agreements by and between Bank and Client, including but not limited to this Master Agreement.

c. You agree to keep all Security Procedures and Security Devices protected, secure, and strictly confidential and to provide or make available the same only to your authorized representative(s). You agree not to disclose or provide any Security Procedures or Security Devices to any unauthorized person. You also agree that Users shall not share Security Devices with each other. Where you have the ability to change or modify a Security Device from time to time (e.g., a password or User ID), you (including any Administrator and User) agree (i) to change Security Devices frequently in order to ensure the security of the Security Device and (ii) never to use the same password for access to the Services that is used with any other system or with any email account associated with that Administrator or User. You agree to notify us immediately, according to notification procedures prescribed by us, if you believe that any Security Procedures or Security Device have been stolen, compromised, or otherwise become known to persons other than you or your authorized representative(s) or any User or if you believe that any transaction or activity is unauthorized or in error. In the event of any actual or threatened breach of security, we may issue you a new Security Device or establish new Security Procedures as soon as reasonably practicable, but we shall not be liable to you or any third party for any delay in taking such actions. You agree to indemnify, defend all claims, and hold Bank harmless from any loss, damages, or expenses, including but not limited to attorneys’ fees, caused by you, your employees’, or agents’ failure to keep the Security procedures or Security Device confidential and secure.

d. You agree to notify us immediately, according to notification procedures in Section 1.27 below, if the authority of any authorized representative(s), Administrator, User or any other person having authority to use the Services, shall change or be revoked. You shall recover and return to us any Security Devices in the possession of any of your authorized representative(s), Administrator, User or any other person having authority to use the Services, whose authority to have the Security Device has been revoked or suspended. Without limiting the foregoing, you warrant that no individual will be allowed to transmit instructions to us or initiate transactions with us without Member’s authority and supervision.

e. You acknowledge and agree that your employees are the first line of defense against an unauthorized access to your email and/or network systems or a corporate account takeover (collectively “**CATO**”). CATO includes, without limitation a form of corporate identity theft where a cybercriminal steals a business’s Access Code(s), hijacks internet browser sessions or gains unauthorized access to email and/or network systems to access your Account(s) thereby conducting unauthorized transactions, changing contact information, and gathering information on the history of the Account(s) to commit other crimes. You agree to protect your Access Devices just as you would your cash and physical locations. You agree to use commercially reasonable security procedures for (1) securing your email and networks systems, (2) monitoring your email and network systems for unauthorized access, (3) to detect, prevent and/or avoid a CATO. You acknowledge and agree that the Bank is not responsible and shall not be liable to Client for a CATO. If a CATO occurs, you must contact us immediately and to take action to reasonably stop or mitigate your losses.

f. Before initiating any payment instructions, including but not limited to any Bill Payment, Transfer, ACH Credit Entry or Wire Transfer, Client agrees to confirm the payment instructions, including the name of the beneficiary or payee, the name of the beneficiary’s or payee’s financial institution, the routing number and the beneficiary’s or payee’s account number. All such confirmations by Client shall include a commercially reasonable method, which requires at a minimum for Client to contact the beneficiary or payee through a known and trusted communication channel. A “trusted communication channel” means a method of communication designated by the beneficiary or payee to Client, previously used by Client, and that is not the same communication channel used for delivery of the payment instructions provided by any intended beneficiary or payee. For example, if Client receives an email or text message with payment instructions from an intended beneficiary or payee, Client will call a trusted telephone number for the beneficiary or payee before submitting any payment instructions or payment orders to Bank. This security procedure is specifically intended to avoid situations when Client receives payment instructions from someone else who has suffered a business email compromise

or some other breach that may lead to payments fraud. Client acknowledges and agrees that confirmation of payment instructions with an intended beneficiary or payee based solely on one form of communication (i.e., telephone, email or text) alone is not a commercially reasonable method for Client to confirm such payment instructions.

g. We reserve the right to modify, amend, supplement, or cancel any or all Security Procedures, and/or to cancel or replace any Security Device, at any time and from time to time in our discretion. We will endeavor to give you reasonable notice of any change in Security Procedures; provided that we may make any change in Security Procedures without advance notice to you if we, in our judgment and discretion, believe such change to be necessary or desirable to protect the security of our systems and assets. Your implementation and use of any changed Security Procedures after any change in Security Procedures shall constitute your agreement to the change and your agreement that the applicable Security Procedures, as changed, are commercially reasonable and adequate for the purposes intended.

1.10 Physical and Electronic Security.

a. Client is solely responsible for providing for and maintaining the physical, electronic, procedural, administrative, and technical security of data and systems in Client's possession or under Client's control. Bank is not responsible for any hardware or software viruses (including, without limitation, programs commonly referred to as "**malware**," "**keystroke loggers**," and/or "**spyware**"), problems or malfunctions resulting from any hardware or software viruses, or any related problems that may be associated with the use of an online system or any Service(s). Any material downloaded or otherwise obtained is obtained at Client's own discretion and risk, and Bank is not responsible for any damage to Client's hardware, software or operating systems or for loss of data that results from the download of any such material, whether due to any hardware or software virus or otherwise. Client is solely responsible for maintaining and applying anti-virus software, security patches, firewalls, and other security measures with respect to Client's operating systems, and for protecting, securing, and backing up any data and information stored in or on Client's operating systems. Bank is not responsible for any errors or failures resulting from defects in or malfunctions of any software installed on Client's operating systems or accessed through an Internet connection.

b. Client acknowledges and agrees that it is Client's responsibility to protect itself and to be vigilant against e-mail fraud, other Internet frauds, telephone frauds and other schemes (including, without limitation, fraud commonly referred to as "**phishing**," "**pharming**," "**smishing**," or "**vishing**"). Client agrees to educate User(s), agents, and employees as to the risks of such fraud and to train such persons to avoid such risks. Client acknowledges that Bank will never contact Client by telephone, text message, or e-mail in order to ask for or to verify Account numbers, Security Devices, or any sensitive or confidential information. In the event Client receives an e-mail, phone call, text message, or other electronic communication that Client believes, or has reason to believe, is fraudulent, Client agrees that neither Client nor its User(s), agents, and employees shall respond to the e-mail, phone call, text message, or other communication providing any information to the sender/caller, click on any links in the e-mail, or otherwise comply with any instructions in the e-mail, phone call, text message, or other communication. Client agrees that Bank is not responsible for any losses, injuries, or harm incurred by Client as a result of any electronic, e-mail, text message, telephone or Internet fraud.

c. In the event of a breach of the Security Procedure, Client agrees to assist Bank in determining the manner and source of the breach. Such assistance shall include, but shall not be limited to, providing Bank or Bank's agent access to Client's hard drive, storage media and devices, systems and any other equipment or device that was used in breach of the Security Procedure. Client further agrees to provide to Bank any analysis of such equipment, device, or software or any report of such analysis performed by Client, Client's agents, law enforcement agencies, or any other third party. Failure of Client to assist Bank shall be an admission by Client that the breach of the Security Procedure was caused by a person who obtained access to transmitting facilities of Client or who obtained information facilitating the breach of the Security Procedure from Client and not from a source controlled by Bank.

1.11 Hardware and Software.

Client understands it must, and hereby agrees to, at its sole cost and expense, use hardware (including computers, mobile devices, tablets and other devices used to access the Services) (collectively, an "**Access Device**") and software that meets all technical requirements for the proper delivery of the Service and that fulfills Client's obligation to obtain and maintain secure access to the Internet. Client understands and agrees it may also incur, and shall pay, any and all expenses related to the use of the Services, including, but not limited to, telephone service or Internet service charges. Client is solely responsible for the payment of any and all costs and expenses associated with meeting and maintaining all technical requirements and additional items necessary for the proper use of the Services. Client understands and agrees that it is solely responsible for the operation, maintenance and updating of all equipment, software and services used in connection with the Services and the cost thereof, and Client hereby agrees that it will perform, or cause to be performed, all vendor recommended maintenance, repairs, upgrades and replacements, and such performance shall be rendered by properly trained personnel, whether they are employees of Client or third-party employees. Bank is not responsible for, and Client hereby releases Bank from any and all claims or damages resulting from, or related to, any software or hardware virus or related problems that may be associated with using electronic mail or the Internet to deliver Services. Bank is not responsible for any errors or failures resulting from defects in or malfunctions of Client's Access Device or software. In addition to installing antivirus software, Client hereby agrees to scan its Access Devices and software on a regular basis (one or more times per month) using a reliable software or hardware virus detection product in order to detect and remove software or hardware viruses. In connection with its use of the Services, Client shall only use the hardware, software, and Access Device operating systems approved by Bank. All rights, title and interest in and to (a) any and all software, including, but not limited to, the object and source codes therefore, and any and all updates, upgrades, fixes and enhancements thereto, together with any and all documentation, user guides and instructions pertaining thereto (everything in this clause (a), collectively, "**Software**"), and (b) any and all users guides, instructions and other documentation provided to, or used by, Client in connection with the Services (everything in this clause (c) collectively, the "**Documentation**") shall be, and remain, the property of Bank or any third party Software provider, as applicable. Unless otherwise expressly authorized, Client may not (i) copy, reproduce, transmit, retransmit, disseminate, display, publish, sell, broadcast, circulate, distribute, transfer, assign, commercially exploit, reverse engineer, reverse compile or create derivative works of, the Software in any form or (ii) copy, reproduce, transmit, retransmit, disseminate, display, publish, sell, broadcast, circulate, distribute, transfer, assign, or commercially exploit the Documentation.

1.12 Internet Disclaimer.

For any Service described herein utilizing the Internet, Bank does not and cannot control the flow of data to or from Bank's network and other portions of the Internet. Such flow depends in large part on the performance of Internet Services provided or controlled by third parties. Actions or inactions of such third parties can impair or disrupt Client's connections to the Internet (or portions thereof). Bank cannot guarantee that such events will not occur. Accordingly, Bank disclaims any and all liability resulting from or related to such events and in no event shall Bank be liable for any damages (whether in contract or in tort) that are attributable to the public Internet infrastructure, Client's ability to connect to the Internet, or Bank's ability to connect to the Internet on Client's behalf.

1.13 Service Limits.

Client agrees that Bank may establish limits or restrictions on Services provided in this Master Agreement and that Bank may amend those limits without notice. The limits or restrictions may apply to transaction amounts, types of accounts that are eligible for the Service, the frequency of the transactions or any other limits or restrictions that Bank deems necessary. Client agrees to abide by and honor the limits or restrictions established by Bank. Client also agrees that Bank shall have no liability to Client for refusal to process any transaction or to act on any request by Client that exceeds the limit or restriction, or if the Client has insufficient available funds to affect any transactions.

1.14 Financial Information and Audit.

Bank may from time to time request information from Client in order to evaluate a continuation of the Service to be provided by Bank hereunder and/or adjustment of any limits set by Bank. Client agrees to provide the requested financial information within a reasonable period of time upon request by Bank, in the form required by Bank. Client authorizes Bank to access, review and analyze at any time any information provided by Client, including Third-Party Service Providers, Vendors or others acting for or on behalf of Client, in connection with this Master Agreement and the Services. Upon request by Bank, Client hereby authorizes Bank to enter Client's business premises and/or any remote premises used for any of the Services in this Master Agreement for the purpose of ensuring that Client is in compliance with the terms of this Master Agreement, applicable laws and regulations, and the National Automated Clearing House Association ("Nacha") Rules and Bank's operating rules and procedures for electronic entries, including any exhibits or appendices thereto now in effect, or as may be amended from time to time (the "Rules") and Client specifically authorizes Bank to perform an audit of Client's operational controls, risk management practices, staffing and the need for training and ongoing support, compliance with the Rules and this Master Agreement, and information technology infrastructure. Client hereby acknowledges and agrees that Bank shall have the right to mandate specific internal controls at Client's location(s) and Client shall comply with any such mandate. In addition, Client hereby agrees to allow Bank to review available reports of independent audits performed at the Client location related to information technology, the Service and any associated operational processes. Client agrees that if requested by Bank, Client will complete a self-assessment of Client's operations, management, staff, systems, internal controls, training and risk management practices that would otherwise be reviewed by Bank in an audit of Client. If Client refuses to provide the requested financial information, or if Bank concludes, in its sole discretion, that the risk of Client is unacceptable, if Client violates the Service terms and conditions or the Rules, or if Client refuses to give Bank access to Client's premises, Bank may terminate the Service and this Master Agreement according to the provisions hereof.

1.15 Changes and Modifications.

Bank may amend, add to, modify or delete the terms or replace this Master Agreement in its entirety at any time, in its sole discretion, by giving written notice to Client. Notwithstanding the foregoing, Bank may amend the Schedule of Fees at any time, in its sole discretion with or without notice. In the event performance of the Service provided herein in accordance with the terms of this Master Agreement would result in a violation of any present or future statute, regulations or government policy to which Bank is subject, and which governs or affects the transactions contemplated by this Master Agreement, then this Master Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and Bank shall incur no liability to Client as a result of such violation or amendment. Any practices or course of dealings between Bank and the Client, or any procedures or operational alternatives used by them, shall not constitute a modification of this Master Agreement, nor shall they be construed as an amendment to this Master Agreement. Further, we may, from time to time, revise or update, or perform maintenance upon, our program, the Services, and/or related material, resulting in interrupted service or errors in the Services or rendering prior versions obsolete. We also may need to change the scope of our Services from time to time. We will attempt to provide prior notice of such interruptions and changes but cannot guarantee that such notice will be provided.

1.16 Deadlines.

Client shall deliver or transmit all data or information to Bank by the deadline(s) specified in the Service Sections of this Master Agreement and the Operating Instructions. Bank shall have no obligation to process data or perform the Service if the data is not received by the Bank by the specified deadline.

1.17 Client's Duty to Inspect and Report; Reporting Unauthorized Transactions.

Bank will provide notice of receipts of deposits to Client's Accounts with Bank on Client's periodic Account statement and through Commercial Internet Banking. If offered by the Bank and Client uses Bank's information/balance reporting services, Client can also receive notice through various reports or terminal printouts. Client shall inspect all reports, journals, and other material evidencing the output of the Service(s) performed by Bank. Client is responsible for detecting and reporting to Bank any discrepancy between Client's records and the records Bank provides to Client. Client must report

all errors to the Bank for Services performed and reported to Client daily by the close of business on the Banking Day following the day on which the report, journal or other material evidencing the output of the Services is rendered. Client must report all other errors within a reasonable time not to exceed thirty (30) days from the earlier of the date that any such transaction is made available to you for inspection (a) on a periodic statement or (b) through Commercial Internet Banking. Client agrees to review its Account activity for all services under this Master Agreement daily. Failure of Client to promptly report errors within such specified time shall preclude Client from asserting the error, discrepancy or any loss caused by the error against the Bank. YOU SHOULD NOTIFY US IMMEDIATELY IF YOU BELIEVE YOUR ACCESS DEVICE HAS BEEN LOST OR STOLEN, THAT SOMEONE HAS GAINED ACCESS TO THE SECURITY PROCEDURE, OR THAT SOMEONE HAS TRANSFERRED OR MAY TRANSFER MONEY FROM YOUR ACCOUNT WITHOUT YOUR PERMISSION OR IF YOU SUSPECT ANY FRAUDULENT ACTIVITY ON YOUR ACCOUNT. To notify us, call us at the number provided in Part I, Section 1.27 during a Business Day, or write us at the address provided in Part I, Section 1.27.

1.18 Checks and Other MICR Documents.

Client shall purchase all checks and other Magnetic Ink Character Recognition (“MICR”) documents from vendors selected or approved by Bank. In the event that Client selects its own vendor for checks or other MICR documents, Client must submit sample documents to Bank for testing before the Service is rendered. Checks and other MICR documents must meet the standards and specifications selected by Bank in its own discretion. If Client encodes the amount or other information on checks, deposits or other items in magnetic ink, Client warrants that the information encoded is accurate and correct. In the event that the information is not encoded correctly, Bank shall have no liability for any loss, claim, action, or expenses, including reasonable attorneys' fees, arising out of such error.

1.19 Remotely Created Checks.

If Client uses a Service wherein Client creates or deposits a Remotely Created Check, as that term is defined in Federal Reserve Board Regulation CC, Client warrants to Bank that the person on whose account the Remotely Created Check is drawn authorized the issuance of the check in the amount stated on the check and to the payee stated on the check.

1.20 Payment for Services.

Client agrees to pay Bank the charges for the services provided in connection with this Master Agreement, as may be set forth from time to time in the Schedule of Fees. Client may contact Electronic Banking by calling us, as set forth in Section 1.27 below, to obtain a current Schedule of Fees for the Services. All fees are subject to change from time to time by Bank, in Bank's sole discretion, with or without any notice. Client authorizes Bank to deduct any charges for the services from any account Client has with the Bank, even if such deductions cause an overdraft in the account. Should Client fail or refuse to pay any charges under this Master Agreement, Client agrees to pay all collection costs (including reasonable attorney's fees) which may be incurred by Bank. Bank shall have the right to increase or decrease any charges imposed for the Services. Client's use of the Service(s) after changes have been made shall constitute Client's agreement to the same.

1.21 Taxes, Tariffs, Assessments, and Other Costs/Fees.

In addition to the Service fees, Client agrees to pay for all taxes, tariffs and assessments levied or imposed by any government agency in connection with the Service, this Master Agreement, and/or the software or equipment made available to Client (excluding any income tax payable by Bank), and any fees or charges provided for in any Account Agreement. Client is also responsible for the costs of any communication lines and any data processing charges payable to third parties.

1.22 Security Interest.

To secure the payment and performance of Client's obligations set forth herein pertaining to any Service(s), Client grants to Bank a security interest in and pledges and assigns to Bank all of Client's right, title, and interest in the following described property, whether now owned or hereafter existing or acquired and wherever located: (a) all monies, instruments, savings, checking and other accounts of Client (excluding IRA, Keogh, trust accounts and other accounts subject to tax penalties if so assigned) that are now or in the future in Bank's custody or control; (b) any other collateral described in any security instrument securing the obligations of Client to Bank under this Master Agreement or any other obligation of Client to Bank; and (c) all proceeds and products of the property as well as any replacements, accessions, substitutions, and additions to any of the above.

1.23 No Obligation to Lend Money.

Client and Bank covenant and agree that nothing in this Master Agreement shall be deemed to constitute a credit facility of any kind or nature whatsoever in favor of Client even if the Services rendered are in conjunction with a line of credit or even if the Service terms and conditions or the Operating Instructions make reference to a line of credit. Client represents and warrants to Bank that it understands and acknowledges that this Master Agreement does not create any right to borrow funds from Bank and that Bank has no obligation to lend funds to Client in providing the Services that are the subject of this Master Agreement. In the event that Bank shall perform a Service for Client that creates an overdraft on the Client's account(s) such action(s) by Bank will not establish a course of dealing or conduct between the parties that would require Bank to perform any subsequent Service which would also create an overdraft.

1.24 Stop Payment Orders.

Unless otherwise specified in the Service terms and conditions or Operating Instructions, any stop payment order which Client wishes to place on a check drawn on an account that is the subject of this Service or is otherwise related to this Service shall be placed in accordance with the Bank's normal stop payment procedures for other accounts in effect at that time.

1.25 Bank Shall Not Examine Items; Waiver of Multiple Signature Requirements.

Client acknowledges and agrees that Bank will not examine checks, drafts and other items issued by Client or payable to Client and received by Bank and processed in conjunction with the Service rendered by Bank. Therefore, legends and other instructions placed on items by Client or other parties, such as, but not limited to, "not valid over \$500," "void after ninety (90) days," "full accord and satisfaction," shall not be discovered by Bank, shall not be binding on Bank and shall not be enforceable against Bank. Likewise, Bank shall not discover alterations, postdated checks, stale dated checks, number of required signatures on checks, or discrepancies between the amount of the check or item as written in numbers and words, or other irregularities on the face of the check or item. Client further acknowledges and agrees that Bank shall not be liable to Client for any loss that Client may suffer as the result of Bank's processing items containing such legends, instructions, irregularities or signature requirements. Additionally, Client agrees that any dual or multiple signature card agreements or requirements are hereby withdrawn, released and waived by Client and Bank shall have no duty or obligation to confirm the use of dual or multiple signatures on any Items.

1.26 Privacy and Confidentiality.

a. The importance of maintaining the confidentiality and privacy of the information provided by you is one of our highest priorities. We may disclose information about your Accounts or the Transfers you make: (i) where it is necessary for completing the transfers or processing or maintaining your Accounts; (ii) in order to verify the existence or condition of your Accounts for a third party such as a credit bureau or merchant; (iii) in order to comply with legal process, government agency or court orders; (iv) to companies that perform marketing services on our behalf or to other financial institutions with whom we have joint marketing agreements; or (v) otherwise as permitted by law. An explanation of our privacy policy will be provided to you separately in the manner required by applicable law. Please review it carefully. Our privacy policy may change from time to time and is always available on our website and at our banking locations.

b. All information of a business nature relating to the assets, liabilities or other business affairs disclosed to the Bank by you and your customers in connection with this Master Agreement and any applicable Service Section is confidential. Bank shall not, without the express written consent of you, disclose or permit access to any such information by any person, firm or corporation and Bank shall cause its officers, employees, and agents to take such action as shall be necessary or advisable, to preserve and protect the confidentiality of disclosing such information to persons required to have access thereto for the performance of this Master Agreement and any applicable Service Section, or to any other party to which the Bank may be required by law to report such information. You agree to hold confidential and to use only in connection with the Service provided under this Master Agreement and any applicable Service Section all information furnished to you by Bank or by third parties from whom Bank has secured the right to use the Service, including, but not limited to, Bank's product and service pricing structure, system design, programming techniques or other unique techniques. In addition, should you at any time receive or acquire any information relating to another customer of the Bank, you shall promptly return such information to Bank and not reveal such information to any other party and shall not make use of such information for your own benefit. Bank and your obligations and agreements under this paragraph shall not apply to any information supplied that was known to either party prior to the disclosure by the other, or is or becomes generally available to the public other than by breach of this Master Agreement, or otherwise becomes lawfully available on a non-confidential basis from a third party who is not under an obligation of confidence to either party. Notwithstanding anything to the contrary contained herein, it is authorized and agreed by the parties hereto that the performance of said Service is or might be subject to regulation and examination by authorized representatives of the Comptroller of the Currency, the Board of Governors of the Federal Reserve System, the Board of Directors of the Federal Deposit Insurance Corporation, and/or a State regulatory agency and you agree to the release of your reports, information, assurances, or other data as may be required by them under applicable laws and regulations. You agree that any specifications or programs developed by the Bank in connection with this Master Agreement and any applicable Service Section or supplied or made available to you by Bank are the exclusive property of Bank, its agents, suppliers, or contractors, and further agree that such material shall not be copied or used in any manner or for any purpose without the express written consent of Bank. This clause shall survive the termination of this Master Agreement.

1.27 Notices.

Any notice or other communication required or permitted to be given under this Master Agreement to Client may be delivered or sent by U.S. Mail or private courier to the address provided for on the Enrollment Form for Client, by electronic delivery to the e-mail address on file for Client, or any other method allowed by law, and unless otherwise provided herein, such notices shall be deemed given to Client when sent. Any written notice or other communication required or permitted to be given under this Master Agreement to Bank may be delivered or sent by to Bank at the following address:

Story Financial Partners Attn: Treasury Management P.O. Box 12868 Jackson, MS 39236
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unless another address is substituted by notice delivered or sent as provided herein. Except as otherwise stated herein, any such notices to Bank shall be deemed given when received. In situations that do not require written notice, you may contact the Bank by telephone at (601) 709-7777. You may also e-mail us with general questions us at treasurysupport@story.bank for issues that do not require written notice.

1.28 Limitation of Liability and Indemnification.

Without limitation on any similar provisions set forth in the terms and conditions for each Service, Client agrees:

a. THAT BANK SHALL NOT BE RESPONSIBLE OR LIABLE TO CLIENT OR TO ANY OTHER PARTY FOR CONSEQUENTIAL, INDIRECT, SPECIAL EXEMPLARY, PUNITIVE OR INCIDENTAL DAMAGES ARISING OUT OF THE USE BY CLIENT OF ANY SERVICE EVEN IF CLIENT, BANK OR BANK'S SERVICE PROVIDER HAVE BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

b. TO THE FULLEST EXTENT ALLOWED BY LAW, BANK'S LIABILITY TO CLIENT UNDER THIS MASTER AGREEMENT SHALL BE LIMITED TO CORRECTING ERRORS RESULTING FROM BANK'S FAILURE TO EXERCISE ORDINARY CARE OR TO ACT IN GOOD FAITH. WITHOUT LIMITING THE FOREGOING, BANK SHALL NOT BE RESPONSIBLE FOR ACTS OR OMISSIONS OF CLIENT OR CLIENT'S AGENTS OR OF ANY THIRD PARTY, INCLUDING BANK'S VENDOR, ANY FEDERAL RESERVE BANK, ANY COURIER SERVICE, NACHA, ANY TRANSMISSION OR COMMUNICATIONS FACILITY, OR ANY OTHER THIRD PARTY INVOLVED WITH THE SERVICE. NO SUCH THIRD PARTY SHALL BE DEEMED BANK'S AGENT. SUBJECT TO THE LIMITATIONS IN THIS MASTER AGREEMENT AND UNLESS OTHERWISE REQUIRED BY APPLICABLE LAW, ANY DAMAGES OR OTHER COMPENSATION DUE CLIENT IN CONNECTION WITH THIS MASTER AGREEMENT OR THE SERVICE SHALL BE LIMITED TO THE LESSER OF: (A) CLIENT'S ACTUAL AND DIRECT DAMAGES, (B) THE AMOUNT OF THE TRANSACTION TO WHICH THE ERROR, OMISSION, OR OTHER DISCREPANCY RELATES, OR (C) THE AMOUNT OF FEES RECEIVED BY BANK UNDER THIS MASTER AGREEMENT FOR THE SERVICE FOR WHICH THE CLAIM IS MADE DURING THE SIX (6) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM FIRST ACCRUED, WHICH SHALL BE DETERMINED BY THE EARLIER OF THE DATE WHEN YOU FIRST BECAME AWARE OF THE CLAIM OR THE DATE WHEN, THROUGH THE EXERCISE OF REASONABLE CARE, YOU REASONABLY SHOULD HAVE BECOME AWARE OF THE CLAIM.

c. CLIENT ACKNOWLEDGES AND AGREES THAT CLIENT'S USE OF THE SERVICES SHALL BE AT CLIENT'S SOLE RISK AND THAT THE SERVICES ARE PROVIDED BY BANK ON AN "AS IS" BASIS.

d. EXCEPT AS EXPRESSLY SET FORTH IN THIS MASTER AGREEMENT, BANK MAKES NO, AND HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT, WHATSOEVER TO CLIENT OR TO ANY OTHER PERSON AS TO THE SERVICES OR ANY ASPECT THEREOF, INCLUDING (WITHOUT LIMITATION) ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, OR SUITABILITY. CLIENT AGREES THAT NO ORAL OR WRITTEN ADVICE OR REPRESENTATION OBTAINED FROM ANY BANK EMPLOYEE OR REPRESENTATIVE SHALL CREATE A WARRANTY OR REPRESENTATION FOR PURPOSES OF THIS MASTER AGREEMENT OR ANY SERVICES TO BE PERFORMED PURSUANT HERETO.

e. BANK MAKES NO REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, TO CLIENT AS TO ANY ACCESS DEVICE, SOFTWARE, OR EQUIPMENT USED IN CONNECTION WITH THE SERVICES (INCLUDING, WITHOUT LIMITATION, CLIENT'S ACCESS DEVICE SYSTEMS OR RELATED EQUIPMENT, CLIENT'S SOFTWARE, OR CLIENT'S INTERNET SERVICE PROVIDER OR ITS EQUIPMENT), OR AS TO THE SUITABILITY OR COMPATIBILITY OF BANK'S SOFTWARE, INTERNET DELIVERED SERVICE, EQUIPMENT OR COMMUNICATION INTERFACES WITH THOSE THAT CLIENT USES, OR AS TO WHETHER ANY SOFTWARE OR INTERNET DELIVERED SERVICE WILL PERFORM IN AN UNINTERRUPTED MANNER, INCLUDING (BUT NOT LIMITED TO) ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

f. BANK SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY ERRORS OR FAILURES RESULTING FROM DEFECTS IN OR MALFUNCTIONS OF CLIENT'S ACCESS DEVICE OR SOFTWARE, FOR THE QUALITY OF PERFORMANCE OR LACK OF PERFORMANCE OF ANY ACCESS DEVICE OR SOFTWARE OR INTERNET DELIVERED SERVICES SUPPLIED BY BANK TO CLIENT IN CONNECTION WITH THIS MASTER AGREEMENT, OR FOR THE TRANSMISSION OR FAILURE OF TRANSMISSION OF ANY INFORMATION FROM CLIENT TO BANK OR FROM BANK TO CLIENT. BANK SHALL NOT BE RESPONSIBLE FOR NOTIFYING CLIENT OF ANY UPGRADES OR ENHANCEMENTS TO ANY OF CLIENT'S ACCESS DEVICE OR SOFTWARE.

g. WITHOUT LIMITATION ON THE FOREGOING, CLIENT AND NOT BANK, WILL BE RESPONSIBLE FOR ALL CLAIMS OF ANY SORT BY THIRD PARTIES OR OTHERS ARISING OUT OF THIS MASTER AGREEMENT, INCLUDING ALL LOSSES AND EXPENSES INCURRED BY BANK ARISING OUT OF CLIENT'S FAILURE TO REPORT REQUIRED CHANGES, TRANSMISSION OF INCORRECT DATA TO BANK, OR FAILURE TO MAINTAIN COMPLIANCE WITH THE LAWS, REGULATIONS AND RULES. WITHOUT LIMITING OR SUPERSEDING ANY LIMITATION OF LIABILITY PROVISIONS IN THE TERMS AND CONDITIONS GOVERNING EACH SERVICE, AND EXCEPT FOR THOSE LOSSES CAUSED DIRECTLY BY BANK'S GROSS NEGLIGENCE OR TO ACT IN GOOD FAITH, CLIENT AND NOT BANK, SHALL BE RESPONSIBLE FOR ANY AND ALL LOSSES, COSTS, SUITS, DAMAGES, CLAIMS, LIABILITIES AND EXPENSES ARISING FROM OR RELATED IN ANY WAY TO (I) ANY SERVICES PERFORMED IN CONNECTION WITH THIS MASTER AGREEMENT, (II) BANK'S ACTION OR INACTION IN ACCORDANCE WITH OR RELIANCE UPON ANY INSTRUCTIONS OR INFORMATION RECEIVED FROM ANY PERSON REASONABLY BELIEVED BY BANK TO BE AN AUTHORIZED REPRESENTATIVE OF CLIENT OR AUTHORIZED USER, (III) CLIENT'S BREACH OF ANY OF CLIENT'S COVENANTS, AGREEMENTS, RESPONSIBILITIES, REPRESENTATIONS OR WARRANTIES UNDER THIS MASTER AGREEMENT, AND/OR (IV) CLIENT'S BREACH OF APPLICABLE LAWS, RULES OR REGULATIONS.

IN THE PERFORMANCE OF THE SERVICES, BANK SHALL BE ENTITLED TO RELY SOLELY ON THE INFORMATION PROVIDED BY CLIENT, IRRESPECTIVE OF THE ACCURACY OR COMPLETENESS THEREOF, AND MAY RELY ON THE TERMS AND CONDITIONS OF THIS MASTER AGREEMENT. BANK SHALL NOT BE RESPONSIBLE FOR PERFORMING ANY SERVICE NOT EXPRESSLY CONTRACTED FOR IN WRITTEN AGREEMENT WITH BANK. BANK SHALL NOT BE RESPONSIBLE FOR THE ACTS AND OMISSIONS OF TRANSFeree INSTITUTIONS AND THEIR PERSONNEL WHO ARE NOT AGENTS OF BANK. BANK SHALL NOT BE RESPONSIBLE FOR CLIENT'S ACTS OR OMISSIONS (INCLUDING, WITHOUT LIMITATION, THE AMOUNT, ACCURACY, TIMELINESS OF TRANSMITTAL OR AUTHORIZATION OF ANY ENTRY RECEIVED FROM CLIENT) OR THOSE OF ANY OTHER PERSON AND NO SUCH PERSON SHALL BE DEEMED BANK'S AGENT. CLIENT HEREBY RELEASES BANK FROM ANY AND ALL CLAIMS OR DAMAGES RESULTING FROM, OR RELATED TO, ANY SOFTWARE OR HARDWARE VIRUS, UNAUTHORIZED INTRUSION OR RELATED PROBLEMS THAT MAY BE ASSOCIATED WITH USING ELECTRONIC MAIL, THE INTERNET OR THE CLIENT EQUIPMENT.

CLIENT AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS BANK, AND ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY ACTIONS, CAUSES OF ACTIONS, SUITS, CLAIMS, DAMAGES, LOSSES, LIABILITIES OR EXPENSES (INCLUDING ATTORNEY'S FEES AND COSTS) RESULTING FROM OR ARISING OUT OF OR RELATED TO, WITHOUT LIMITATION (A) THE ACTS OR OMISSIONS OF CLIENT OR ITS EMPLOYEES OR AGENTS

INCLUDING NEGLIGENCE, WILLFUL MISCONDUCT OR BREACH OF ANY WARRANTY OR FAILURE TO COMPLY WITH THIS MASTER AGREEMENT; (B) ANY MISUSE OF THE SERVICE BY CLIENT, OR ITS EMPLOYEES OR AGENTS; (C) THE FAILURE OF CLIENT OR ITS AGENTS OR EMPLOYEES TO COMPLY WITH APPLICABLE STATE AND FEDERAL LAWS AND REGULATIONS; (D) ACTIONS BY THIRD PARTIES, SUCH AS AN INTRODUCTION OF A VIRUS, THAT DELAY, ALTER OR CORRUPT THE TRANSMISSION OF INFORMATION TO BANK; AND (E) CLIENT'S BREACH OF ANY OBLIGATIONS UNDER THIS MASTER AGREEMENT OR ANY OTHER AGREEMENT BETWEEN CLIENT AND BANK. IN THE EVENT OF ANY LOSS SUSTAINED BY CLIENT WHICH IS NOT OTHERWISE EXCLUDED FROM LIABILITY AND ARISES OUT OF ANY MISDIRECTED OR UNAUTHORIZED PAYMENTS OR TRANSFERS RESULTING FROM EITHER GROSS NEGLIGENCE OR WILLFUL MISCONDUCT BY BANK, BANK'S LIABILITY SHALL BE LIMITED TO THE RETURN OF THE IMPROPERLY REMOVED OR TRANSFERRED FUNDS TO THE DESIGNATED ACCOUNT FROM WHICH THEY WERE REMOVED TOGETHER WITH INTEREST THEREON IN AN AMOUNT EQUAL TO THE INTEREST WHICH COULD OTHERWISE HAVE BEEN EARNED ON THE FUNDS MADE UNAVAILABLE TO CLIENT COMPUTED ON A DAILY BASIS AT THE FEDERAL FUNDS RATE IN EFFECT AT THE FEDERAL RESERVE BANK FOR THE PERIOD INVOLVED, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY OF LIABILITY WHICH CLIENT MAY ASSERT, INCLUDING, WITHOUT LIMITATION, LOSS OR DAMAGE FROM SUBSEQUENT WRONGFUL DISHONOR RESULTING FROM BANK'S ACTS OR OMISSIONS.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING PROVISIONS, BANK SHALL BE EXCUSED FROM FAILING TO ACT OR DELAY IN ACTING IF SUCH FAILURE OR DELAY IS CAUSED BY LEGAL CONSTRAINT, INTERRUPTION OF TRANSMISSION OR COMMUNICATION FACILITIES, EQUIPMENT FAILURE, WAR, EMERGENCY CONDITIONS OR OTHER CIRCUMSTANCES BEYOND BANK'S CONTROL. IN ADDITION, BANK SHALL BE EXCUSED FROM FAILING TO TRANSMIT OR DELAY IN TRANSMITTING AN ENTRY IF SUCH TRANSMITTAL WOULD RESULT IN BANK'S HAVING EXCEEDED ANY LIMITATION UPON ITS INTRA-DAY NET FUNDS POSITION ESTABLISHED PURSUANT TO PRESENT OR FUTURE FEDERAL RESERVE GUIDELINES OR IN BANK'S REASONABLE JUDGMENT OTHERWISE WOULD VIOLATE ANY PROVISION OF ANY PRESENT OR FUTURE RISK CONTROL PROGRAM OF THE FEDERAL RESERVE OR ANY RULE OR REGULATION OF ANY OTHER U.S. GOVERNMENTAL REGULATORY AUTHORITY.

1.29 Bank's Obligation; Attorneys' Fees.

Bank agrees to use ordinary care in rendering Services under this Master Agreement and any applicable Service(s) provided in accordance with the Service Section(s). You recognize and agree that ordinary care does not mean error free. You agree to pay all attorneys' fees, costs and expenses Bank may incur in collecting any sums you owe to Bank for overdrafts, service charges or otherwise or in enforcing any rights Bank may have under the terms of this Master Agreement and any applicable Service Section or applicable law, rule or regulation applicable to your account(s) or the Services rendered by Bank under this Master Agreement and any applicable Service Section. You also agree to pay all attorneys' fees, costs and expenses that Bank may incur as the result of defending any claim or action made against Bank by you, or on your behalf where Bank is found not to be liable for such claim. In no event shall Bank be liable to you for attorneys' fees incurred by you in any action brought by you against Bank. Our sole responsibility for an error in a transfer will be to correct the error. Without limiting the generality of the foregoing, we will not be responsible for the following matters, or for errors or failures of our Services as result of:

- a. Access. We will not be liable under this Master Agreement for failure to provide access or for interruptions in access to our Services due to a system failure or due to other unforeseen acts or circumstances.
- b. Your Access Devices & Software. We will not be responsible for any errors or failures from any malfunction of your Access Device(s) or any software or hardware virus or other problems related to your Access Device or equipment used with our Services. We are not responsible for any error, damages or other loss you may suffer due to malfunction or misapplication of any system you use, including your browser (e.g., Google Chrome, Microsoft Edge, Mozilla Firefox, Apple Safari, Opera, or otherwise), your Internet service provider, your personal financial management or other software (such as Quicken or Microsoft Money), or any equipment you may use (including your telecommunications facilities, Access Device and/or modem) to access or communicate with Commercial Internet Banking.
- c. Any Transaction or instruction that: (i) exceeds your collected and available funds on deposit with the Bank; (ii) is not in accordance with any condition indicated by you and agreed to by the Bank; (iii) the Bank has reason to believe may not be authorized by you; (iv) involves funds subject to hold, dispute, or legal process preventing their withdrawal; (v) would violate any provision of any present or future risk control program of the Federal Reserve or any current or future rule or regulation of any other federal or state regulatory authority; (vi) is not in accordance with any other requirement stated in this Master Agreement and any applicable Service Section or any Bank policy, procedure or practice; or, (vii) for the protection of the Bank or you, the Bank has reasonable cause not to honor.

1.30 Compliance with Laws, Rules, and Regulations.

Client agrees to comply with all existing and future operating procedures used by the Bank for processing of transactions. Client further agrees to comply with and be bound by all applicable state or federal laws, rules, regulations, orders, operating circulars, guidelines and pronouncements affecting the use of checks, drafts, fund transfers, and ACH transactions, including but not limited to, rules and procedural guidelines established by the Federal Trade Commission ("FTC"), the Board of Governors of the Federal Reserve, NACHA, Electronic Check Clearing House Organization ("ECCCHO") and any other clearinghouse or other organization in which Bank is a member or to which rules Bank has agreed to be bound. It shall be the responsibility of the Client to ensure that all transactions comply with U.S. law, including but is not limited to sanctions enforced by the Office of Foreign Assets Control ("OFAC"). It shall further be the responsibility of the Client to obtain information regarding such OFAC enforced sanctions. (This information may be obtained directly from the OFAC Compliance Hotline at (800) 540-OFAC). Bank will charge the Client with any fines or penalties imposed by OFAC, NACHA or any organization which are incurred as a result of noncompliance by the Client and the Client agrees to fully reimburse and/or indemnify Bank for such charges or fines. The specific duties of the Client provided in the other provisions of this Master Agreement in no way limit the foregoing undertaking or under the Rules. If Client selects the ACH Origination Service, then Client acknowledges it has a copy of or has access to the Rules. The Rules may also be purchased online at www.nacha.org under the publications tab. Client agrees to comply with and be subject to the Rules. These foregoing laws, procedures, Rules, regulations, and definitions shall be incorporated herein by reference.

1.31 Prohibited Transactions.

Unless the Bank otherwise agrees to a written amendment to this Master Agreement, Client agrees not to use or attempt to use any Service (a) to engage in any illegal purpose or activity or to violate any applicable law, rule or regulation, (b) to breach any contract or agreement by which Client is bound, (c) to engage in any Internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction, (d) engage in any activity that would be considered a money service business as defined by 31 CFR 1010.100(ff), (e) engage in any activity that would be considered a marijuana related business by the Financial Crimes Enforcement Network (“FinCEN”); or (f) to engage in any transaction or activity that is not specifically authorized and permitted by this Master Agreement. Client acknowledges and agrees that Bank has no obligation to monitor Client’s use of any Service for transactions and activity that is impermissible or prohibited under the terms of this Master Agreement; provided, however, that Bank reserves the right to decline to execute any transaction or activity that Bank believes violates the terms of this Master Agreement.

1.32 Relationship of Parties.

Client and Bank acknowledge and agree that the relationship of Bank and Client is that of an independent contractor and that this Master Agreement does not establish or create a general agency, joint venture, partnership, or employment relationship between them.

1.33 Force Majeure.

The Bank shall not be responsible for any liability, loss, or damage resulting from Bank's failure to perform any Service or to perform any other obligations under this Master Agreement which is caused by an act of God, fire, floods, adverse weather or atmospheric conditions or other catastrophes; pandemics, epidemics, or significant health-related issues that impact the Bank and/or its operation; war, sabotage, riots, acts of public enemy, or acts of governmental authority or the Board of Governors of the Federal Reserve; labor difficulties; equipment or Access Device failure or destruction or the unavailability, interruption, or malfunction of communications facilities or utilities; delays or failure to act by Client or third parties and their personnel; criminal acts; failure or delay of Bank to provide any Service under the Master Agreement for any reason beyond the Bank’s direct control; or generally any cause reasonably beyond the Bank's control.

1.34 Reimbursement.

Any reimbursement by Bank for any liability hereunder may be made either directly to Client or by adjustment of the aggregate ledger and collected balances of Client's Accounts.

1.35 Indemnification.

In addition to other indemnification and liability provisions elsewhere in this Master Agreement, Client will be liable for, hold harmless, and will indemnify Bank, and their employees and agents from and against all claims of any sort by third parties or others arising out of this Master Agreement, including all losses and expenses incurred by Bank arising out of Client’s failure to report required changes, transmission of incorrect data to Bank, or failure to maintain compliance with the laws, regulations and rules. Without limiting or superseding any of the indemnification provided to Bank in the Service terms and conditions provided herein, except for those losses caused directly by Bank’s failure to exercise ordinary care or to act in good faith, Client agrees to indemnify and hold Bank, its officers, directors, shareholders, agents, employees and affiliates, and their respected officers, directors, agents and employees, harmless from and against any and all losses, costs, suits, damages, claims, liabilities and expenses (including reasonable attorneys’ fees) arising from or related in any way to (i) any Services performed in connection with this Master Agreement, (ii) Bank’s action or inaction in accordance with or reliance upon any instructions or information received from any person reasonably believed by Bank to be an authorized representative of Client or Authorized User, (iii) Client’s breach of any of Client’s covenants, agreements, responsibilities, representations or warranties under this Master Agreement, and/or (iv) Client’s breach of applicable laws, rules or regulations.

1.36 Termination.

Client and Bank have the right to terminate this Master Agreement or any Service without cause upon thirty (30) days advanced written notice to either party. Such notice sent by Client to Bank shall be sent to the address described in subsection 1.27 contained herein. Such notice by Bank to Client may be sent to the address provided on the Enrollment Form or as provided for in subsection 1.27. Such termination shall not be effective until it is actually received and acknowledged by Bank. Since the service cancellation request can take several days to process, Client should cancel all outstanding payment or transfer orders or other pending transactions, in addition to notifying Bank of its desire to terminate the Service. Bank will not be liable for payments, transfers, or other transactions not cancelled or payments, transfers or transactions made due to the lack of proper notification by Client of the Service termination or discontinuance for any reason. Bank reserves the right to terminate or suspend Client’s use of the Service in whole or in part at any time with or without notice. Upon termination, Client shall return all software, hardware, storage media, procedures manuals, and all other property of the Bank. In the event of termination or suspension by the Bank or by the Client, the Client shall remain liable for all charges incurred through the date of termination. All substantive and procedural provisions hereof relative to liabilities of the parties shall survive any termination of this Master Agreement. Notwithstanding the foregoing, Bank may terminate this Master Agreement and the Services immediately by giving written notice to Client if: (a) Client ceases to conduct business in the ordinary sense, (b) Client fails to perform or comply with any of the terms or conditions of this Master Agreement or defaults under any other agreement between the Bank and Client, or (c) if any proceeding for voluntary or involuntary bankruptcy, insolvency, or similar proceedings is commenced by or against Client.

1.37 Vendor.

You acknowledge and agree that one or more Services described in this Master Agreement are provided by an independent third party service provider ("**Vendor**") as selected in the sole discretion of Bank, and that both the Vendor and the Service(s) are subject to change from time to time without notice to you. You further acknowledge, agree, and stipulate that the Vendor is an independent contractor providing software and data transmission services and is not the agent of you or Bank. Neither the Bank nor the Vendor is responsible for the actions or omissions of the other. Further, Bank provides notice to Client of the following: Bank has an obligation to indemnify, defend and hold harmless one or more Vendor(s) from and against damages, liabilities, costs and expense incurred as a result of i) any errors caused or created by Client; ii) any noncompliance by Bank, Client or its customers with the Rules or applicable federal or state laws or regulations; and iii) any action or omission of action by Bank, Client, and any other third party relating to the Service and service related activities, except to the extent caused by Vendor. Client expressly agrees that Vendor shall not be liable to Client or to any third party for any loss, damage, cost or expense arising from the use of any non-authorized transfer from Bank's account by any party which was originated by any party other than a Vendor employee or agent; failure or delay in making a requested transfer; erroneous transfers; liability by reason of insufficiency of funds in any account; and failure by any party other than Vendor employees and agents to comply with the Rules or applicable federal or state laws or regulations.

1.38 Data Retention and Protection.

Unless a longer time is required under a specific Service Section, Client shall retain data on file for at least five (5) days following the date of their transmittal by Bank as provided herein and shall provide such data to Bank upon its request. Such data shall contain adequate information to permit resubmit or remake the original transaction or electronic files or Entries (as defined in Part II, Section Two below). Without limiting the generality of the foregoing provisions, Client specifically agrees to be bound by and comply with all applicable provisions of the Rules regarding the retention of documents or any record, data or information, including, without limitation, retaining all items, source documents, and records of authorization in accordance with the Rules. To the extent Client comes into possession, custody or control of any Personally Identifiable Information or other non-public information, including information (1) provided by a consumer to Client, (2) resulting from any Entry or transaction with the consumer or any service performed for the consumer, or (3) otherwise obtained by Client with regard to a consumer, including account information (collectively "**PII**"), Client represents and warrants to Bank and its customers, clients, vendors and processors that you will protect such PII by rendering it unreadable and inaccessible by persons who do not have legal authority to access such PII. Client acknowledges and agrees to comply with any and all Data Security Requirements contained in the Rules, including without limitation any requirements of ACH Originators, Third-Party Service Providers and Third-Party Senders to protect account numbers used in the initiation of ACH Entries and Files by rendering, if required by the Rules, unreadable when stored electronically.

1.39 Fraud Prevention Services.

The Fraud Prevention Services described in this Master Agreement are intended to help identify and limit fraud or other unauthorized transactions against your account and you agree that such Service(s) are a commercially reasonable security procedure offered by the Bank. The Bank recommends that Client utilize all of these Fraud Prevention Services to identify and avoid potential fraud. To the extent you refuse these Service or fail to select any Fraud Prevention Service in the Enrollment Form that is described in this Master Agreement, you agree to accept all liability for any transactions that could have been identified, detected, prevented or mitigated by your use of the Fraud Prevention Services offered. Further, you agree to indemnify and hold the Bank harmless for any fraudulent or unauthorized transactions, which could have been identified, detected, prevented or mitigated by your use of the Fraud Prevention Services offered. You understand and acknowledge that the pricing and requirements of the Service have been provided to you through the Schedule of Fees, Enrollment Form and/or Operating Instructions.

1.40 Suspension of Services.

Without liability to any party, and without limiting any other right or remedy available to Bank, Bank shall be entitled to cease or suspend any Service, in whole or in part, at Bank's sole discretion and with or without notice to Client.

1.41 Arbitration and Waiver of Jury Trial.

a. ARBITRATION FOR ALL CLAIMS. ALL DISPUTES RESOLVED BY ARBITRATION. YOU AND BANK AGREE THAT THE TRANSACTIONS PROCESSED UNDER THIS MASTER AGREEMENT INVOLVE "COMMERCE" UNDER THE FEDERAL ARBITRATION ACT ("**FAA**"). ANY CONTROVERSY OR CLAIM BETWEEN YOU AND BANK, OR BETWEEN YOU AND ANY OF BANK'S OFFICERS, EMPLOYEES, AGENTS OR AFFILIATED ENTITIES, THAT ARISES OUT OF OR IS RELATED TO ANY SERVICE PROVIDED UNDER THIS MASTER AGREEMENT OR ANY RELATED SERVICE AGREEMENTS, WHETHER BASED ON CONTRACT OR IN TORT OR ANY OTHER LEGAL THEORY, INCLUDING CLAIMS OF FRAUD, SUPPRESSION, MISREPRESENTATION AND FRAUD IN THE INDUCEMENT (COLLECTIVELY, ANY "**CLAIM**"), WILL BE SETTLED BY BINDING ARBITRATION. WITH RESPECT TO DISPUTES SUBMITTED TO ARBITRATION, CLIENT AND BANK EACH WAIVE ALL RIGHTS TO A TRIAL BY JURY. IF A CLAIM IS SUBMITTED TO ARBITRATION, (A) YOU WILL NOT HAVE THE RIGHT TO GO TO COURT OR TO HAVE A JURY TRIAL; (B) YOU WILL NOT HAVE THE RIGHT TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED IN THE ARBITRATION RULES; (C) YOU WILL NOT HAVE THE RIGHT TO HAVE ANY CLAIM ARBITRATED AS A CLASS ACTION UNDER THE ARBITRATION RULES OR UNDER ANY OTHER RULES OF CIVIL PROCEDURE; (D) THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING WITH LIMITED RIGHTS TO APPEAL; AND (E) THIS MASTER AGREEMENT SUPERSEDES ANY PRIOR ALTERNATIVE DISPUTE RESOLUTION AND/OR ARBITRATION AGREEMENT THAT MAY EXIST BETWEEN YOU AND BANK. THIS AGREEMENT TO ARBITRATE DISPUTES WILL SURVIVE THE CLOSING OF YOUR ACCOUNT AND THE TERMINATION OF THIS MASTER AGREEMENT OR ANY SERVICE AGREEMENT.

b. SELECTION OF ARBITRATOR. THE PARTIES SHALL WORK IN GOOD FAITH TO SELECT AND AGREE UPON AN ARBITRATOR WITHIN THIRTY (30) DAYS AFTER A DEMAND FOR ARBITRATION BY EITHER PARTY. IF THE PARTIES CANNOT AGREE UPON AN ARBITRATOR, THEN EACH PARTY SHALL DESIGNATE AN ARBITRATOR REPRESENTATIVE AND THE ARBITRATOR REPRESENTATIVES SHALL SELECT THE ARBITRATOR. THE PARTIES SHALL WORK IN GOOD FAITH TO SELECT AND AGREE UPON AN ARBITRATOR WITHIN THIRTY (30) DAYS AFTER A DEMAND FOR ARBITRATION BY EITHER PARTY.

c. ARBITRATION RULES. THE ARBITRATOR SHALL HAVE SOLE DISCRETION TO USE ANY COMMERCIALY REASONABLE RULES OF ARBITRATION, UNLESS OTHERWISE AGREED TO IN WRITING BY THE PARTIES; PROVIDED, HOWEVER, THAT TO THE EXTENT THE ARBITRATION RULES CONTAIN PROVISIONS REGARDING THE USE OF ANY CONSUMER ARBITRATION RULES, THE FORUM OF ANY SUCH ARBITRATION, THE ALLOCATION OF FEES FOR ANY SUCH ARBITRATION AND/OR ANY OTHER PROVISIONS CONTRARY TO THIS MASTER AGREEMENT, THOSE RULES ARE DELETED AND/OR EXPRESSLY SUPERSEDED BY THIS MASTER AGREEMENT. TO THE EXTENT ANY AMBIGUITY EXISTS BETWEEN THE ARBITRATION RULES AND THIS MASTER AGREEMENT, THIS MASTER AGREEMENT SHALL CONTROL.

d. LOCATION OF ARBITRATION. ANY ARBITRATION TAKING PLACE UNDER THIS MASTER AGREEMENT SHALL BE CONDUCTED IN HINDS COUNTY, MISSISSIPPI OR SUCH OTHER LOCATION AGREED UPON IN WRITING BY THE PARTIES.

1.42 Governing Law.

The rights and obligations of the parties to this Master Agreement shall be governed by the law of the State of Mississippi. References to the Uniform Commercial Code (“UCC”) herein shall be construed to mean the UCC in effect in the State of Mississippi.

1.43 Export Control and International Use.

The United States controls the export of products and information containing encryption (“Controlled Technology”). Client agrees to comply with such restrictions and not to export or re-export any Controlled Technology within the Service to countries or persons prohibited under the Export Administration Regulations (“EAR”). By downloading any products or information from this Service, you are agreeing that you are not in a country where such export is prohibited and that you are not a person or entity to which such export is prohibited. You are responsible for compliance with the laws of your local jurisdiction regarding the import, export, or re-export of any products or information subject to the EAR. We do not make any representation that any content or use of the Service is appropriate or available for use in locations outside of the United States. Accessing the Service from locations where its contents or use is illegal is prohibited by Bank. Those choosing to access the Service from locations outside the United States do so at their own risk and are responsible for compliance with local laws.

1.44 Beneficial Ownership and Certification.

Client represents and warrants to Bank that the beneficial ownership (as that term is defined in the Anti-Money Laundering Act of 2020, Public Law No. 116-283, §6403) of Client as identified in the Deposit Account opening process remains true and correct as of the date Client executes the Enrollment Form for this Agreement or any subsequent Service(s) and that Client has provided Bank with written confirmation of the current beneficial ownership information. Further, Client represents and warrants that Client and any Commonly Controlled Entity shall immediately notify Bank in writing of any changes, and to complete any and all forms requested by Bank, regarding a change in substantial control of Client or any Commonly Controlled Entity and/or any change of ownership or control of 25% or more of the ownership interests in Client or any Commonly Controlled Entity.

1.45 Insurance.

Client understands and acknowledges that Bank is not an insurance company or a reinsurer for any losses Client may suffer. Bank recommends that Client maintain throughout the Term of this Master Agreement the following insurance policies: (i) commercial general liability insurance (including contractual liability) providing coverage for bodily injury and property damage with a combined single limit of not less than \$1,000,000.00 aggregate/\$1,000,000.00 per occurrence; (ii) Professional Liability/Errors and Omissions Insurance covering acts, errors and omissions arising out of Client’s operations or services in an amount not less than \$1,000,000.00 per claim and annual aggregate; (iii) a workers’ compensation policy in at least the minimum amounts required by any applicable statute or regulation; (iv) Employee Dishonesty and Computer Fraud Insurance covering losses arising out of or in connection with any fraudulent or dishonest acts committed by Client personnel, acting alone or with others, in an amount not less than \$1,000,000.00 per claim and annual aggregate; (v) appropriate cybersecurity and data security covering claims involving loss of confidential data or a data/security breach by Client in an amount not less than \$2,000,000.00 in the aggregate and \$2,000,000.00 per claim and annual aggregate; and (vi) if Client is using any funds transfers services, including ACH Origination or Wire Transfer Service, Client shall also maintain funds transfer coverage for unauthorized funds transfers from Client Account(s) in an amount not less than \$1,000,000 per claim and annual aggregate. The obligation of Client to provide the insurance specified herein shall not limit in any way any obligation or liability of Client provided elsewhere in this Agreement. Each of the foregoing policies shall be carried in the name of Client. Client hereby waives any right of subrogation against Bank and Client shall obtain a waiver of subrogation endorsement from each insurer for each policy above. A copy of each policy and any certificates of insurance evidencing the existence of such policy shall be provided to Bank upon request of Bank from time to time. Client shall promptly provide notice to Bank in the event of any notice of nonrenewal or cancellation, lapse, termination or reduction in any insurance coverage required to be maintained pursuant to this Section.

1.46 Miscellaneous Provisions.

a. Headings. The headings and captions contained herein are included only for convenience of reference and do not define, limit, explain, or modify this Master Agreement or its interpretation, construction, or meaning.

b. Severability. The holding of any provision of this Master Agreement as invalid, illegal, or unenforceable, in whole or in part, shall not affect the other provisions of this Master Agreement, which shall remain in full force and effect.

c. Waiver. No waiver by the Bank (whether or not in writing) of any term, condition, or obligation of Client shall bind the Bank to waive the same term, condition, or obligation again, nor shall any other provision, condition, term, or obligation hereof be affected by such a waiver.

d. Binding Effect. This Master Agreement shall inure to the benefit of and be binding upon the successors, heirs, trustees, and permitted assigns of the parties hereto.

e. Incorporation by Reference. All Schedules referenced in this Master Agreement, the Enrollment Form and any online screen instructions (including the Services and their respective Operating Instructions), as amended from time to time pursuant to the provisions hereof, shall be deemed incorporated herein by reference thereto and shall become a part of this Master Agreement as if fully set forth herein.

f. Entire Agreement. This Master Agreement and the deposit account agreement for your account(s) constitute the entire agreement between the parties hereto concerning the subject matter hereof. All contemporaneous agreements or understandings concerning the subject matter hereof, whether oral or written, are merged into this Master Agreement. To the extent Client has executed or entered into the any other agreement with the Bank regarding internet banking or any services described herein, the terms of this Master Agreement (and not the preceding internet banking service agreement) shall control.

g. Transfers and Assignments. Client cannot transfer or assign any rights or obligations under this Master Agreement without Bank's written consent. Bank may assign its rights and delegate its duties under this Master Agreement to a Bank affiliate or to any third party.

h. Cooperation in Loss Recovery Efforts. In the event of any damages for which Bank or Client may be liable to each other or to a third party pursuant to Services, Bank and Client will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elects to pursue against a third party.

i. Tapes and Records. All magnetic tapes, Entries, security procedures and related records used by Bank for transactions contemplated by this Master Agreement shall be and remain Bank's property. Bank may, at its sole discretion, make available such information upon Client's request. Client shall pay for any expenses incurred by Bank in making such information available.

j. Recording and use of Communications. Client and Bank agree that all telephone conversations or data transmissions between them or their agents made in connection with this Master Agreement may (but have no obligation to) be electronically recorded and retained by either party by use of any reasonable means.

k. Construction. This Master Agreement is an agreement between parties who are experienced in sophisticated and complex matters similar to the transactions contemplated by this Master Agreement, is entered into by both parties in reliance upon the economic and legal bargains contained herein, and shall be interpreted and construed in a fair and impartial manner, without regard to such factors as the party which prepared the instrument or drafted any provision thereof, the relative bargaining powers of the parties or the domicile of any party.

l. Use of Trademarks. Client may not use Bank's name or trademarks without the express written consent of Bank. If Client is permitted to use any of Bank's name, trademarks or promotional materials, Client will not indicate, directly or indirectly, that Bank endorses, or is connected in any way with, any of Client's goods or services.

m. Electronic Notices. We may deliver to you any required disclosures and other notices concerning these Services or your Accounts by e-mail or other appropriate electronic means in accordance with this Master Agreement. You may use e-mail to contact us about inquiries, maintenance and/or some problem resolution issues. E-mail may not be a secure method of communication. Thus, we recommend you do not send confidential, personal or financial information by e-mail. There may be times when you need to speak with someone immediately (especially to report a lost or stolen Password, Security Procedure, Access Device or to stop a payment). In these cases, do not use e-mail. Instead, you should call us at the number provided in Section 1.27 above.

n. Hours of Operation. Our representatives are generally available to assist you from the hours of 8:00 a.m. to 4:30 p.m. Monday through Friday, except holidays, by calling the number provided in Section 1.27 above. Our current hours of operation are available on our website.

o. Ownership of Website. The content, information and offers on our website are copyrighted by us and/or Vendor and the unauthorized use, reproduction, linking or distribution of any portions is strictly prohibited. You agree not to copy, display, distribute, download, license, sub-license, modify, publish, repost, reproduce, reuse, sell, transmit, create a derivative work from or otherwise use for public or commercial purposes, the information and materials on the Sites, except as provided in this Master Agreement, without our express written permission. Unless otherwise noted, all other trademarks, service marks, and logos used on Commercial Internet Banking sites are the trademarks, service marks or logos of Bank, or others as indicated.

p. Web-linking Practices. Bank may provide access to information, products or services offered on other third party web sites. Bank is not responsible for, nor does it control, the content, products, or serviced provided by linked sites. Bank does not endorse or guarantee the products, information or recommendations provided by linked sites, and Bank is not liable for any failure of products or services advertised on those sites. In addition, each third party site may provide less security than the Bank and have a privacy policy different than that of the Bank. Your access, use and reliance upon such content, products or services is at your own risk.

q. Geographic Restrictions. The Services described in this Master Agreement, the Enrollment Form, and any other agreement for credit, deposit services, and brokerage services available at our web site are solely offered to Clients and Users residing within the United States of America. Citizens and residents may not be able to access these Services outside the United States of America.

PART II: ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO SERVICES

SECTION ONE: COMMERCIAL INTERNET BANKING SERVICE

1.1 Definitions. In addition to other definitions set forth in the Master Agreement, the following terms and definitions apply when used in this Master Agreement.

"Account" or "Accounts" means one or more checking, savings, money market deposit, certificate of deposit accounts, or loan account that you have with us for commercial use.

"Account Access" means your ability to access account and transaction information on Accounts and transfer funds between Accounts through the Internet.

"Account Agreement" means the agreement between you and us that governs the use of your Account including the deposit account agreement, any funds availability agreement, electronic funds transfer agreement or disclosure, line of credit agreement, and our schedule of fees and charges.

"Bill Payment Account" means the Account(s) you have authorized us to debit for payment made to Payee(s) in connection with Commercial Internet Banking.

"Bill Payment Service" means our service that allows you to pay or transfer funds to designated Payees based upon your instructions to us via the bill payment service and using an Access Device. Bill Payment Service is made available to you pursuant to a License Agreement with a third-party vendor. Before using the Bill Payment Service, you must accept third-party's Terms and Conditions. Your use of the Bill Payment Service warrants your agreement to be bound by third-party's Terms and Conditions.

"Bill Payment" or **"Payment"** means the remittance of funds, initiated through Commercial Internet Banking, from a Bill Payment Account to a Payee.

"Banking Day(s)" as used throughout this Master Agreement means the part of a day on which the Bank is open to the public for carrying on substantially all of its banking functions.

"Biometric Logon" means an authentication method to assist in verifying your identity through collecting your unique facial or fingerprint image (image capture) or your voice characteristics (audio capture).

"Business Day(s)" as used through this Master Agreement means 8:00 a.m. to 4:30 p.m. Monday through Friday. Federal Holidays are not included. Federal Holidays are listed on the Federal Reserve's website at <https://www.frb services.org/about/holiday-schedules/index.html>. As set forth herein, some online transaction deadlines may vary from this definition.

"Commercial Internet Banking," "Commercial Internet Banking Service," or "Service" means the service(s) described in this Section.

"Electronic" means electrical, digital, magnetic, wireless, optical or electromagnetic technology, or any other technology that entails similar capabilities.

"Password" means the confidential identification number or other code assigned to you by us or selected by you for identification purposes in connection with the use of Commercial Internet Banking.

"Payee" means any individual, financial institution, educational institution, company, merchant or other entity you wish to pay using Commercial Internet Banking.

"Transfer" means a transfer of funds, initiated through Commercial Internet Banking, from one eligible account to another.

"Transfer Day" means Monday - Friday, until 7:00 p.m. ("**Cut-Off Time**"); however, the exact time a transaction is processed on a Transfer Day may coincide with the end of the day processing, which could be later than the Cut-Off Time. Thus, you understand and acknowledge that a transaction posted after the Cut-Off Time may be processed on the Transfer Day it is initiated or on the following Transfer Day. As used herein, the "end of a Transfer Day" shall mean the Cut-Off Time. Federal Holidays are not included.

"User Guide" means the document(s) provided by Bank to Client in conjunction with a specific Service selected by Client that further defines the Service or any requirements related to the Service.

1.2 Setup and Use of Commercial Internet Banking. You must have at least one eligible deposit or loan account with us. "Eligible Accounts" include the following, all of which are internal (same bank) accounts:

1. Checking (Demand Deposit) Accounts
2. Money Market Accounts
3. Loans
4. Certificates of Deposit

If you have more than one Account or other relationship with us, we will "link" the relationships together unless you request certain accounts not be linked. Accounts which are "linked" under the Services will have one common owner and signer. Any signer, acting alone, must be authorized to access a linked Account. Any non-linked Account will not be accessible through the Service.

1.3 Security Procedure. The Bank will assign your Administrator an Access Code. Your Administrator must designate an Access Code which will be required for other Users to gain access to the Service. You should keep your Access Code in a secure location. Any person having access to your Access Code will be able to access these Services and perform all transactions, including reviewing Account information and making Transfers to other Accounts and to other persons. You are responsible for safeguarding the Access Codes. Providing these Access Codes to another person effectively

constitutes a grant of authority to access your accounts. Further, Client must enter a randomly generated code to process all ACH credit transactions and all wire transfers (domestic and international).

1.4 Access. Services are generally accessible twenty-four (24) hours a day, seven (7) days a week, except that the Services may be inaccessible for a reasonable period on a daily basis for system maintenance. We are not liable under this Master Agreement or any applicable Service Section for failure to provide access due to a system failure or due to other unforeseen acts. We may modify, suspend, or terminate access to the Services at any time and for any reason without notice or refund of fees you have paid. You agree to gain access to Commercial Internet Banking and to use the Services in accordance with the instructions provided to you by us (the “Instructions”). The Bank may change the terms and conditions of this Master Agreement or any applicable Service Section from time to time to conform with changes or advancements in our services, or as required by law or regulation. All such changes will be made according to the procedures outlined in Part I, Section 1.15. Use of Commercial Internet Banking after the effective date of such changes will constitute your consent to the changes.

1.5 Commercial Internet Banking Access.

1.5.1 Products and Services Offered. Business Clients may use, subject to the Bank’s approval, the Services to:

1. Make transfers between Accounts you may have with us.
2. Obtain Account balances. Your account balance is generally current as of 8:00 a.m. of each Business Day, but may not include current transactions (such as checks cashed at a teller on the Business Day). In addition, your account balance may show funds that have been credited to your account but are not yet available for withdrawal.
3. Review recent transactions on your Accounts.
4. View copies of Checks drawn on and deposit slips and deposited items to your Account.
5. Transfer money to make loan payments.
6. Access various reports regarding your account information in various formats.
7. Setup and monitor transaction and security alerts on your Accounts.
8. Issue Stop Payment Orders on checks drawn on Bank.
9. Use Bill Payment Services.
10. Access Fraud Prevention Services.
11. Originate ACH entries.
12. Submit Wire Transfers.
13. Utilize Instant Payment Services (including FedNow and RTP).
14. Utilize Remote Deposit Capture Services.
15. Obtain EDI Reporting.
16. Mobile Banking Service (through a Mobile Device).
17. Mobile Deposit Service (through a Mobile Device).
18. View eStatements, notices, and reports.
19. Other product and services made available by Bank to Client from time to time.

These activities are limited to the extent noted herein and in the agreements governing your various accounts with us.

1.5.2 Additional Services. Additional services may be included in an update to this Master Agreement or in other separate agreements to notify you of the existence of any new services available through Commercial Internet Banking. Information about new services may be obtained from our website at <https://www.story.bank/>. Not all of the products or services described on the Bank’s website are available in all geographic areas. Therefore, you may not be eligible for all the products or services described. We reserve the right to determine your eligibility for any product or service. By using these services when they become available, you agree to be bound by the terms and conditions contained in this Master Agreement or separate agreements covering these services.

1.5.3 Restrictions; Limits. In most cases you may use Commercial Internet Banking to gain access to deposit accounts in which you have an unrestricted right to withdraw funds. However, the Bank, as it may determine at any time and from time to time in its sole discretion, may deny Commercial Internet Banking account access, restrict Commercial Internet Banking account transactions, or place limits on the specific dollar amount of funds that may be withdrawn or transferred from any account.

1.6 Additional Information about the Services.

1.6.1 Account Access. Transfers from your Account will be deducted on the date you instruct us to process Transfers. If the date you schedule a Transfer or Payment falls on a weekend or holiday, we will process your transaction the next Transfer Day. We may refuse to act on your Transfer instructions or Payment request if sufficient funds, including funds available under any overdraft protection plan, are not available in your Account on the date you want us to make the Transfer or Payment.

1.6.2 Processing Fund Transfers. We can process a Transfer until the end of each Transfer Day. If you request a Transfer after the cutoff time, the Transfer will be processed the following Transfer Day. If you schedule a Transfer for a future date, we will process the transaction after the close of business on that date, if that day is a Transfer Day.

You are fully obligated to us to provide sufficient funds for any transfers you make or authorize to be made. If we complete a transfer that you make or authorize and we subsequently learn that you have insufficient funds for the transaction, you agree that we may reverse the transaction or offset the shortage with funds from any other deposit account(s) you have with us to the extent permissible by the applicable law and the terms of any other relevant agreements.

If there are insufficient funds in your Account to make a Transfer, we may refuse to make the Transfer or we may make the Transfer and overdraw your Account. In either event, you are responsible for any applicable non-sufficient funds (“NSF”) charges.

1.6.3 C Cancelling Transfers. Transfers are usually processed immediately (unless designated as recurring or future-dated) and, thus, may not be cancelled. For recurring or future-dated Transfers, you may cancel a Transfer transaction. However, to do so, you must cancel prior to two (2) days prior to the Transfer Day the transaction is scheduled to be processed. If you do not cancel a transaction before that time, we may process the transaction.

1.6.4 E-Mails. The Bank may not immediately receive e-mail that you send. Therefore, you should not rely on e-mail if you need to communicate to the Bank immediately. For example, if you need to stop payment on a check, to report a lost or stolen card, or to report an unauthorized transaction from one of your accounts, you should contact the Bank immediately by calling Client Service (see Part I, Section 1.27). The Bank will not take actions based on your e-mail requests until the Bank actually receives your message and has a reasonable opportunity to act.

1.6.5 Overdrafts; Order of Payments, Transfers, and Other Withdrawals. If funds are withdrawn from any of your accounts by means of electronic funds transfers, other than through Commercial Internet Banking on the same Business Day as a Commercial Internet Banking transaction, and if the account contains insufficient funds to enable both the electronic funds transfer and a Commercial Internet Banking transfer to be made, then the electronic funds transfer will have priority and Commercial Internet Banking transfer will be refused or will result in an overdraft on your account. This is at the Bank's sole discretion.

1.6.6 Stop Payment Orders. Unless otherwise specified in any applicable Service Section or Operating Instructions, any stop payment order which Client wishes to place on a check drawn on an account that is the subject of this Service or is otherwise related to this Service shall be placed in accordance with the Bank's normal stop payment procedures and provisions for other accounts in effect at that time. Client acknowledges that Stop Payment Request (defined herein below) may not be placed on any items other than checks issued by Client. Any Stop Payment Request for ACH debits must be placed in person or by contacting Client Service. If Client has elected to issue stop payment orders via Commercial Internet Banking Services, the following provisions shall apply:

1.6.6.1 You have requested us to provide Stop Payment Services under Commercial Internet Banking Services to enable you to electronically issue stop payment entries ("**Stop Payment Request**"). You hereby agree to use the Stop Payment Services according to the instructions set forth in this Section.

1.6.6.2 You may only submit Stop Payment Requests for checks that have not yet posted to the Account. Thus, prior to submitting Stop Payment Requests, you must first verify that the checks have not posted to the Account.

1.6.6.3 You understand and agree that Stop Payment Requests will not take effect unless you provide all the information requested by the Stop Payment screens and provide such information exactly as it appears on the check, including, but not limited to, the account number, check number, amount, payee and date; provided, however, the Commercial Internet Banking Service does not accept special characters such as "&," "/" or similar non-alphanumeric characters. To the extent you have questions, please contact Electronic Banking. You acknowledge that the software used to provide the Stop Payment Services require exact information regarding the check and even minor errors in providing the exact information requested may prevent payment from being stopped. For example, if you give us the wrong amount of the check and the information is only wrong by one cent (.01) or if the check number you provide is only wrong by one digit, we will not be able to stop payment on the check. You agree that Bank is not liable to you for payment of any check over a Stop Payment Request if you do not provide the exact information regarding the check.

1.6.6.4 Stop Payment Requests that we receive one Business Day prior to the cut-off time designated on the Enrollment Form (the "**Cut-Off Time**"), will be effective on that Business Day. Conversely, Stop Payment Requests that we receive after that cut-off time will take effect on the next Business Day. The Business Day on which the Stop Payment Request takes effect is referred as the "Stop Payment Effective Date." We shall not be liable to you for items otherwise properly payable that we pay prior to the Stop Payment Effective Date of your Stop Payment Request or any loss arising out of such payment.

1.6.6.5 The Stop Payment Request will be effective for six months, from and including the Stop Payment Effective Date. You may renew or otherwise continue the effectiveness of a Stop Payment Request by making a new Stop Payment Request via Commercial Internet Banking Services at least one Business Day prior to the expiration of the existing Stop Payment Request. You acknowledge that we are not obligated to stop payment on a check after the expiration of a Stop Payment Request. However, you agree that we may stop payment according to an expired Stop Payment Request without incurring any liability to you. You further understand and agree that you, and not us, have the obligation to monitor your Stop Payment Requests and that we will not provide you with any notice of the expiration dates of any Stop Payment Request and/or the need to renew any such requests.

1.6.6.6 You understand and agree that we will accept a Stop Payment Request and use reasonable procedures to locate and stop payment on the check. However, in consideration of our acceptance of the Stop Payment Request, you expressly agree to hold us harmless from any direct or indirect damages if we pay the check (i) on the day we receive the Stop Payment Request, or (ii) by reason of oversight or inadvertence. Furthermore, you hereby agree that we will not be liable to you for any direct or indirect damages if other checks drawn by you are returned NSF because we pay the check under the circumstances noted in (i) or (ii) herein. You further agree to indemnify us against all expenses and costs that might incur by reason of stopping payment on a check pursuant to a Stop Payment Request, whether it expired or not.

1.6.6.7 You hereby authorize us to automatically charge the Account against which the check was drawn for applicable Stop Payment fees for each Stop Payment Request and renewal thereof.

1.7 Bill Payment Service.

1.7.1 You can arrange, at your option, for the payment of your current, future and recurring bills from your designated Bill Pay Account. You may be required separately to enroll in the Bill Payment Service. For Bill Payment Service, your Payee list may include utility companies, merchants, financial institutions, insurance companies, individuals, etc. within the United States whom you wish to pay through Bill Payment Service. Please include the full name of the Payee and a complete mailing address and telephone number for each Payee, along with your account number with the Payee, the amount of the Payment, and whether the Payment is recurring. The Bank reserves the right to decline to make Payments to certain persons and entities. You agree that any Payment for taxes, Payments that are court-ordered, government payments and Payments outside of the United States are prohibited and you agree that you will not attempt to use the Service to make these types of Payments. On recurring Payments, it is the

responsibility of the account owner or designated authorized users to update Payee account information such as address changes, account numbers, etc. Payments are posted against your ledger balance, plus the available credit on your overdraft protection, if any, or other line of credit.

1.7.2 You may schedule Payments to be initiated on the current Business Day, on a future date, or on the same date of each month. If you are scheduling a Payment for the current day it must be initiated prior to the cut-off time for Bill Payments designated in the Enrollment Form (“**Cut-Off Time**”). Changes to scheduled Payments must be made before the Cut-Off Time the Business Day before the day it is to be initiated. Bank may, in its sole discretion, accelerate the effective time of any scheduled Payments or change requests. If the transaction is no longer showing a “Scheduled Payments” status, then the Payment cannot be modified or deleted. Although you can enter Payment information through the Service twenty-four (24) hours a day, seven (7) days a week, the Bank only initiates on Business Days. Funds must be available in your Account on the scheduled payment date. After funds are withdrawn from your Account to make a Payment, we may make the Payment either by transferring funds electronically to the Payee or by mailing the Payee a check. Funds will be deducted from your account (whether we make these Payments electronically or by check) on: (a) the Business Day we process the Bill Payment request, if you schedule a Payment for processing the same Business Day as the day of receipt by us of that request; and (b) the Business Day immediately preceding the date you schedule a Payment for processing, if the Bill Payment is future dated (that is, set by you for processing on a future date) If you direct the initiation of a Payment to occur on a day other than a Business Day, it will be initiated on the next Business Day. The Bill Payment Service will indicate whether a Payee is paid electronically or by check.

1.7.3 When you create a new Payee in the Bill Payment service, it has a temporary status until we have had sufficient time to set up the account, and for your business Payees, verify information about your account. The Bill Payment service may provide a calendar feature that estimates the expected date of delivery of a scheduled Payment. This feature is an estimate only and not a guarantee of Payment delivery on that date. You should schedule a Payment to a new Payee at least ten (10) Business Days before any Payment due date. Please allow three (3) to five (5) Business Days for electronic Payments to be processed and seven (7) to ten (10) Business Days for paper checks to be delivered. Bank is not liable for any service fees or late charges levied against you due to postal delays or processing delays by the Payee. There is no limit on the number of Payees or number of Payments that may be authorized. Bank may, in its sole discretion, establish maximum payment amounts and aggregate daily limits. Electronic Payments are subject to the availability of sufficient funds in the designated checking account. However, Bank reserves the right to impose limits at some future date, with proper written notice. You acknowledge and agree that if you describe a Payee inconsistently by name and account number, scheduled Bill Payment transactions to the Payee will occur on the basis of the account number, even if it identifies a person other than the named Payee.

1.7.4 For all subsequent Payments, you agree to allow at least three (3) to five (5) Business Days between the date you schedule a Payment to be initiated and the Payment due date (that is, the due date shown on your invoice or provided in your agreement with the Payee, not taking into account any applicable grace period). If you do not, you will be fully responsible for all late fees, finance charges or other actions taken by the Payee. For scheduling purposes, the first Business Day after we receive your Bill Payment request should be counted as Day 1.

1.7.5 You are responsible for any loss or penalty that you may incur due to a lack of sufficient funds or other conditions that may prevent the withdrawal of funds from your account. Bill Payments made by paper checks processed by nonaffiliated third parties may show as drawn on the third party processor or its bank rather than on you or on us. If your Bill Payment is sent by check and the check is not presented for payment within ninety (90) days, we may stop payment on the check. If we do so, we may delay crediting the check amount to your Account. You agree to reimburse us if the check is later cleared and payment occurs, notwithstanding our stop payment of the check.

1.7.6 A stop payment cannot be placed on an Electronic Bill Payment transaction once issued. However, a stop payment can be placed on a Bill Payment transaction made by Bill Payment check any time prior to the Cut-Off Time on the day such check is scheduled for final payment.

1.7.7 There is no fee for deleting a Payment initiated through Bill Payment, but a fee may apply for a stop on a Bill Payment check. In the event a Payment is returned to us for any reason, you authorize us, in our sole and absolute discretion, to either, research and correct the Payment information or to void the Payment and re-credit your Account.

1.7.8 If you do not schedule or process a Payment via the Bill Payment Service for any three (3) month period, we may terminate your Bill Payment Service. If you close your Bill Payment Account, or if we terminate your Bill Payment Service, your online bill payment information will be lost and all pending Payments will be cancelled. If you decide to terminate the Bill Payment Service, you agree to cancel all future Bill Payments at the same time that you cancel your Bill Payment Service, either by deleting those Payments yourself using the Bill Payment Service or by calling us at the number provided in Part I, Section 1.27. This will ensure that future Payments made by you will not be duplicated. We will automatically delete all outstanding payment orders (all one-time Payments and all Recurring Payments) once your Bill Payment Service has been terminated. Termination of the Bill Payment Service will not automatically close your Accounts and will not affect your obligations arising from past Bill Payment transactions.

1.7.9 Recurring Payments and Transfers are those made for the same amount, on the same date, on a weekly, bi-monthly, monthly basis, etc. Once started, recurring Payments and Transfers will be made automatically until you delete the Payment or Transfer or upon expiration. If the Payment is not a recurring Payment, it will be a “one-time Payment.” One-time Payments do not recur and are not made until you enter the Payee and amount of the current bill and submit the Payment. A recurring Bill Payment Service transaction that you want deleted must be deleted or the next Payment date changed five (5) Business Days before the current transaction date.

1.8 Mobile Banking Service. In addition to the provisions pertaining to the Online Banking Service, the following terms and conditions are applicable to the Mobile Banking Service.

1.8.1 Description of the Mobile Banking Service. Many of the same features available through the Online Banking Service are available through the Mobile Banking Service. Mobile Banking refers generally to any service allowing Client to access and view Accounts from a web-enabled mobile phone or device (“**Mobile Device**”) whose network allows secure SSL traffic and supports WAP browsers and/or the ability to use a software application (“**App**”) downloaded to your Mobile Device. To use the Service, you must have an open account at the Bank, register for Online Banking Services, and have a compatible Mobile Device. You will be required to enter your mobile phone number, an Access Code, and/or other information we require to authenticate your identity. We do not guarantee the functionality of the Service on all wireless devices or networks; however, generally, the Service should be compatible with any web-enabled mobile phone or other Mobile Device, regardless of make, model, or mobile service provider. The Mobile Banking Service allows you to view transaction history, view Account balances, view account transaction history, transfer funds between

Accounts, pay bills to payees, view alerts, and if you have selected the Mobile Deposit (or Remote Deposit) Service, remotely make deposits. The Bank, as it may determine at any time and from time to time in its sole discretion, may deny Service account access, restrict Service account transactions, or place limits on the specific dollar amount of funds that may be withdrawn or transferred from any account.

You acknowledge and agree that these services may be provided by a Vendor as selected by Bank, and that both the Vendor and the Service are subject to change from time to time without notice to you.

1.8.2 The Service is similar to Commercial Internet Banking Service on a personal computer. You can view your available account balance and review account history on the Account selected by you and transfer money between your Accounts and use the Bill Pay Service. Other Services set forth in this Master Agreement may be available to you. Please contact the Bank if you have questions regarding use or access to Mobile Banking Services. From time to time, we may develop additional mobile banking services. As such services are developed you will have the opportunity to add them to your Mobile Banking Service, provided you have compatible wireless hardware and software.

1.8.3 Security Procedure. In addition to other Security Procedures provided for in this Master Agreement, the use of the Access Code and your Mobile Device is a security procedure established by Bank to authenticate the identity of the person attempting to gain access to the Service. The security procedure is not designed for the detection of errors. We may require you to change your Access Code from time to time for security reasons. You should keep your Access Code in a secure location. Any person having access to your Access Code will be able to access these Services and perform all transactions, including reviewing Account information and using the Bill Pay Services. With this Access Code, a third party will be able to use your Commercial Internet Banking Service to add new payees to the Bill Pay Service. **You are responsible for safeguarding the Access Codes and your Mobile Device. Providing these Access Codes to another person effectively constitutes a grant of authority to access your accounts.**

1.8.4 Availability of Service. We will use reasonable efforts to make the Service available for your use on a continuous basis. The Service may be unavailable for short periods of time for regular or emergency system maintenance. We will endeavor to have our scheduled maintenance occur during non-peak hours. In addition, accessibility to the Service may be interrupted because of conditions beyond our control, including outages in Internet, cellular or other communications availability. We will use diligent efforts to re-establish the Services as promptly as possible. We do not promise the Service will always be available for your use. We may elect to discontinue this Service at any time. If we choose to discontinue the Service, we will provide you with reasonable notice in advance of that fact. We reserve the right at all times to take actions to protect our systems and information, including denial of access to users of the Service.

1.8.5 Physical and Electronic Security. Because the Mobile Banking Service is similar to Commercial Internet Banking Service on a personal computer, there are security risks associated with the use of the Service. The hardware and software that you use in connection with the Service may be subject to unauthorized tracking or other manipulation by spyware or other malicious code. We are not responsible for advising you of the existence or potential effect of such malicious code, and your use of your hardware and software is at your own risk. We will use commercially reasonable efforts to secure the Service to prevent access by unauthorized persons and to prevent the introduction of any malicious code, such as a software or hardware virus. However, no security system is failsafe, and despite our efforts the security of the Service could be compromised or malicious code could be introduced by third parties. We will provide you with notice if your information is the subject of a security breach as required by applicable law.

1.8.6 Account Access. Transfers and Payments from your Account initiated via the Mobile Banking Service will be deducted on the day you initiate them. If the day you initiate a Transfer or Payment falls on a weekend or holiday, we will process your transaction the next Transfer Day. We may refuse to act on your Transfer instructions or Payment request if sufficient funds, including funds available under any overdraft protection plan, are not available in your Account on the date you want us to make the Transfer or Payment.

1.8.7 Processing Internal Fund Transfers. We can process a Transfer until the end of each Transfer Day. If you initiate a Transfer after the cut-off time, the Transfer will be reflected in your Account and available for your use at the time the Transfer is initiated, but it will be processed the following Business Day. You are fully obligated to us to provide sufficient funds for any Payments or Transfers you make or authorize to be made. If we complete a Payment or Transfer that you make or authorize and we subsequently learn that you have insufficient funds for the transaction, you agree that we may reverse the transaction or offset the shortage with funds from any other deposit account(s) you have with us to the extent permissible by the applicable law and the terms of any other relevant agreements. If there are insufficient funds in your Account to make a Transfer or Payment, we may refuse to make the Transfer or Payment or we may make the Transfer or Payment and overdraw your Account. In either event, you are responsible for any applicable NSF charges.

1.8.8 Cancelling Transfers or Payments. You may cancel a pending Transfer or Payment transaction. However, to do so, you must use the Commercial Internet Banking Service and we must receive your instruction to cancel at least one Business Day prior to the cut-off time on the Transfer Day or Business Day the transaction is scheduled to be processed. If we do not receive your instruction to cancel a transaction before that time, we may process the transaction.

1.8.9 Bill Payment Service and Transfers. If you have signed up for our Commercial Internet Banking Bill Payment Service, you can use this Service to initiate one-time immediate bill payments, which will be processed during the next bill pay processing time. The Bank reserves the right to decline to make Payments to certain persons and entities. Further, the Bank may limit the use of the Bill Payment Service available through a Mobile Device. You agree that any Payment for taxes, court-ordered Payments, government payments and Payments outside of the United States are prohibited and you agree that you will not attempt to use the Service to make these types of Payments. Please refer to your Commercial Internet Banking Service Section of this Master Agreement for the procedures that must be followed to perform all available functions for the Bill Payment Service available through a Mobile Device. Other than functions which are limited through the Mobile Banking Service, Bill Payment transactions are processed in the same manner through the Mobile Banking Service as they are with the Commercial Internet Banking Service.

1.8.10 Confirmation Numbers. Upon completion of a Transfer or Payment, a confirmation message will be displayed on your Mobile Device confirming the transaction has been completed. You should record the Payee information (if applicable), the date of the Transfer or Payment, and the amount of the Transfer or Payment, in your checkbook/transaction register or other permanent record. This procedure will help in resolving any problems that may occur. No printed receipts are issued through the Service.

1.8.11 No Fees to Access Mobile Banking Service. There is no fee or charge assessed by us for you to register for or access the Mobile Banking Service. (We may assess fees or charges in the future; you will receive notice of such fees or charges, as required by law.) You may, however,

incur charges to receive Internet service on your Mobile Device. You may also incur charges from your wireless carrier when sending and receiving text messages. You will be responsible to your wireless carrier for any such Internet or text messaging charges.

1.8.12 Proprietary Rights. Other than your materials and account information, all content received on the Mobile Banking Service is the exclusive property of Bank and/or its licensors and is protected by copyrights or other intellectual property rights.

1.8.13 Your Mobile Device and Your Software. We will not be responsible for any errors or failures from any malfunction of your Mobile Device or any malicious software or other problems related to the Mobile Device used with our Services.

1.8.14 We are not responsible for any error, damages or other loss you may suffer due to malfunction or misapplication of any system you use, including any App on your Mobile Device or your mobile browser (e.g., Safari, Chrome, Samsung Internet, Opera or otherwise), your mobile service provider, your personal financial management or other software (such as Quicken or Microsoft Money), or any equipment you may use to access or communicate with the Service.

1.9 Mobile Deposit Service.

1.9.1 If the Mobile Deposit Service is selected as a Service by you on the Enrollment Form and you have been approved by the Bank to use the Service, the following terms and conditions are applicable to the Mobile Deposit Service. Your use of Bank's Mobile Deposit Service ("**Mobile Deposit Service**") is governed by the terms of this Master Agreement. To the extent there is a conflict or inconsistency between any terms provided to you through the Mobile Banking App and this Master Agreement, you understand and acknowledge that this Master Agreement shall control. By agreeing to or signing the applicable account documentation or by using or continuing to use Mobile Deposit you are acknowledging your election to use the Mobile Deposit Service. You acknowledge that e-mail and/or messages displayed on your Mobile Device will be the primary means of communication for the Mobile Deposit Service. You are responsible for maintaining a current e-mail address and you agree that you will, in a timely manner, review messages and notifications you receive from us and check your Account to confirm it reflects recent activity.

1.9.2 Mobile Deposit Service Description. The Mobile Deposit Service allows you to use the Mobile Banking Apps to make deposits to your accounts from home or other remote locations; by taking photos of the front and back of original checks and transmitting the digital images ("**images**") and associated deposit information to us or our processor with your Mobile Device. In order to use the Mobile Deposit Service, you must be designated with such credentials by Client's Administrator and be approved by the Bank.

1.9.3 Limits. We may establish per item transaction, daily, and monthly limits on the dollar amount and/or number of Check Images or Mobile Deposits from time to time. The daily and monthly limits are over Business Days and calculated based on your total Mobile Deposit activity across all of the Accounts that you use with this service. If you attempt to initiate a Mobile Deposit in excess of these limits, we may reject your Mobile Deposit and you may deposit the check(s) in a manner consistent with other methods for making deposits provided by the Bank (such as at a branch or ATM or by mail). If we permit you to make a Mobile Deposit in excess of these limits, such Mobile Deposit will still be subject to the terms of this Master Agreement, and we will not be obligated to allow such a Mobile Deposit at other times. At the time that you make the Mobile Deposit you may view your dollar deposit limit by selecting the information icon within the Mobile Banking App. Bank reserves the right to change the limits. Any such change shall be effective immediately and may be implemented prior to your receipt of notice thereof.

1.9.4 Provisional Credit and Funds Availability. Upon acceptance of the Mobile Deposit, Bank shall grant your Account Provisional Credit (as herein defined) for the total amount of the Mobile Deposit or the accepted Mobile Deposit, as applicable. "Provisional Credit" means when we post transactions to your account, the credit is made to your Account subject to final payment of the Checks and subject to the deposit agreement for your Account. For the purpose of determining availability of funds, Bank may hold funds for the period of time permitted by Bank's funds availability disclosure. Mobile Deposit funds are generally available the next Business Day after the Business Day of your deposit, unless a hold is placed. If a hold is placed, you will be notified.

1.9.5 Checks Deposited. You hereby agree that you will only scan and deposit a check(s) as that term is defined in Federal Reserve Board Regulation CC ("**Reg. CC**"). You agree that the image of the check that is transmitted to Bank (each such check and other item a "**Check**" and, if more than one, "**Checks**") shall be deemed an "**item**" within the meaning of Article 4 of the UCC. You further agree that you will not use the Mobile Deposit Service to deposit any Checks or other items that: (a) are payable to any person or entity other than you, (b) are drawn, or otherwise issued, by you on any account maintained at another financial institution, (c) are prohibited by Bank's then current Procedures pertaining to the Mobile Deposit Service or are in violation of any law, rule or regulation, (d) you know or suspect, or should know or suspect, is fraudulent or otherwise not authorized by the owner of the account on which the Check is drawn, (e) have not been previously endorsed by a bank and are either "substitute checks" (as defined in Reg. CC or other applicable federal law or regulation) or "image replacement documents" that purport to be substitute checks, without Bank's prior express written consent, (f) are drawn on financial institutions that are located outside of the United States or Territories of the United States, and (g) are not acceptable to Bank for deposit into a deposit account as provided in the deposit agreement for your Account, which is incorporated herein by reference and made a part hereof (Checks described in clauses (a) through (g) each a "**Prohibited Check**" and, collectively, "**Prohibited Checks**"). If you deposit a Prohibited Check, you agree to indemnify and reimburse Bank for, and hold Bank harmless from and against, any and all losses, costs and expenses (including reasonable attorneys' fees) Bank may incur associated with any warranty, indemnity or other claim related thereto. Furthermore, if, after first having obtained Bank's express written consent to do so, you provide Bank with an electronic representation of a substitute check for deposit into an Account instead of an original Check, you agree to indemnify and reimburse Bank for, and hold Bank harmless from and against, any and all losses, costs and expenses (including reasonable attorney's fees) Bank incurs because any such substitute check resulting from such electronic representation does not meet applicable substitute check standards and/or causes duplicate payments.

1.9.6 Requirements. Each image must provide all information on the front and back of the original Check at the time presented to you by the drawer (the person or entity from whose account the Check was written), including, but not limited to, information about the drawer and the paying bank that is preprinted on the original Check, MICR information, signature(s), any required identification written on the front of the original Check and any endorsements applied to the back of the original Check. The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association. Endorsements must be made on the back of the Check and include (i) your signature, (ii) your account number and (iii) the following statement:

"MOBILE DEPOSIT ONLY AT STORY FINANCIAL PARTNERS"

or such other restrictive endorsement as accepted by the Bank in its sole discretion from time to time. You acknowledge and agree you are liable to us for any loss we incur caused by a delay or processing error resulting from an irregular endorsement or other markings you placed on the Check.

1.9.7 Receipt of Deposit. All images processed for deposit through Mobile Deposit will be treated as “deposits” under your current Account Agreement with us and will be subject to all terms of the Account Agreement and any amendments to such Agreement. To be eligible for processing on the day transmitted, Mobile Deposits must be received and accepted by Bank on or before the cut-off time designated in the Enrollment Form or such other time established by Bank from time to time (the “**Cut-Off Time**”) on a Business Day that the Bank is open. A Mobile Deposit that is received after the cut-off time shall be deemed to have been received on the Business Day following the Business Day on which the Mobile Deposit is actually received by Bank. Cut-off time information is available by calling the Bank as set forth in Part I, section 1.27. When we receive an image, we will confirm that you have submitted the image via a message displayed on your Mobile Device. Your submission confirmation does not mean that the image contains no errors or that it has been approved for crediting. A status of “pending” does not indicate that the submitted item has been accepted. You will not receive a subsequent notification that a submitted image has been credited to your Account. You agree that Bank has no obligation to accept a Mobile Deposit and, therefore, we reserve the right to reject any Mobile Deposit or the Images or other information contained therein transmitted through this Service, at our discretion, without liability to you. If your submission is rejected, you will receive e-mail of such rejection from the Bank. It is your responsibility to check notifications from the Bank for any rejected submissions and contact the Bank to address the reason for such rejection. You acknowledge and agree that Bank shall have no liability to you for failing to provide notice of rejection of a Mobile Deposit. You agree that you shall be solely liable for, and Bank shall not have any liability whatsoever to you for, any Mobile Deposit or the Images or other information contained therein that are not received by Bank. You also agree to be liable for Mobile Deposits or the Images or other information contained therein that are intercepted or altered by an unauthorized third party or dropped during transmission.

1.9.8 Original Checks. After you have received confirmation that your Mobile Deposit has been accepted for deposit, you should mark the Check as having been deposited. You agree to securely store the original Check for a period of forty-five (45) calendar days from the date of the Image transmission (such period the “**Retention Period**”). During the Retention Period, you shall take appropriate security measures to ensure that: (a) the information contained on such Checks shall not be disclosed, (b) such Checks will not be duplicated or scanned more than one time and (c) such Checks will not be deposited or negotiated in any form. Upon expiration of the Retention Period, you shall destroy the original Check you transmitted as an Image using a method of destruction that will result in the paper based Item being un-processable and all sensitive personal and financial information undecipherable. You hereby indemnify Bank for, and hold Bank harmless from and against, any and all claims, demands, actions, causes of action, losses and damages, of whatever nature or kind, and regardless of the theory upon which the same is (are) based, caused directly or indirectly by, arising out of, related to, in connection with or resulting wholly or partially from, the destruction of original Checks by you. During the Retention Period, you agree to promptly provide the original Check to the Bank upon request.

1.9.9 Contingency Plan. You agree that, in the event you are not able to capture, process, produce or transmit a Mobile Deposit to Bank, or otherwise comply with the terms hereof or of the Procedures, for any reason, including, but not limited to, communications, equipment or software outages, interruptions or failures, you will make the deposit in a manner consistent with other methods for making deposits provided by Bank until such time that the outage, interruption or failure is identified and resolved. You hereby acknowledge and agree that Bank shall not be liable to you for any loss or damage of any nature sustained by you as the result of your inability to use the Mobile Deposit Service. The deposit of original Checks through these other methods shall be governed by the terms and conditions of the Account Agreement and not by the terms of this Master Agreement.

1.9.10 Returned Deposits. If Images of Checks deposited by you are dishonored or otherwise returned unpaid by the drawee bank, or are returned by a clearing agent for any reason, including, but not limited to, issues relating to the quality of the Image, you understand and agree that, since you either maintain the original Check or have destroyed it in accordance with the Original Check provisions in this Master Agreement, the original Check will not be returned, and Bank may charge back an Image of the Check to your Account. You understand and agree that the Image may be in the form of an electronic or paper reproduction of the original Check or a substitute check. Unless otherwise instructed by Bank, you agree not to deposit the original Check if an Image or other debit as previously described is charged back to you.

1.9.11 Your Warranties. You make the following warranties and representations with respect to each image:

- **Checks Deposited.** You shall only deposit Checks that are authorized by this Master Agreement, the Procedures and the deposit agreement for your Account;
- **Image Quality.** Each Image transmitted by you to Bank contains an accurate representation of the front and the back of each Check and complies with the requirements of this Master Agreement;
- **Accuracy of Information.** All data and other information submitted by you to Bank, including, but not limited to, data contained in the MICR line of each Check is complete and accurate and complies with the requirements of this Master Agreement;
- **No Duplicates.** You will not: (i) create duplicate Images of the Checks, (ii) transmit a duplicate Image or File to Bank, or (iii) deposit or otherwise negotiate the original of any Check of which an Image was created. You further warrant that no subsequent transferee, including but not limited to Bank, a collecting or returning bank, drawer, drawee, payee or endorser, will be asked to pay the original Item from which the Image(s) was created or a duplication (whether paper or electronic, including ACH entries) of the Item(s);
- **No Loss.** No subsequent transferees of the Item(s), including but not limited to Bank, a collecting or returning bank, drawer, drawee, payee or endorser, shall sustain a loss as the result of the fact that the Image was presented for payment or returned instead of the original Check;
- **Information.** All information provided by you to Bank is true, complete and accurate;
- **Authority and Legality.** (i) This Master Agreement is valid and enforceable against you in accordance with its terms; and (ii) the entry into, and performance of, this Master Agreement by you will not violate any law, or conflict with any other agreement, to which you are subject;
- **No Litigation.** There is no action, suit or proceeding pending or, to your knowledge, threatened, which if decided adversely, would adversely affect your financial condition or operations.
- **Transactions.** All Checks and transactions are, and will be, bona fide. All signatures on Checks are authentic and authorized.

- Rule Compliance. You submit Images in compliance with this Master Agreement, the Procedures, applicable law and the Rules.

1.10 Your Additional Responsibilities.

1.10.1 Deadlines. You shall deliver or transmit all data or information to Bank by the deadline(s) specified in this Master Agreement or any other applicable agreement or instruction. Bank shall have no obligation to process data or perform the Service if the data is not received by the Bank by the specified deadline.

1.10.2 Use of Services. You will use the Services only for your own internal business use in accordance with the terms of this Master Agreement. Without limiting the generality of the foregoing, you agree not to make the Services available or allow use of the Services in a computer bureau service business, timesharing, or otherwise disclose or allow use of the Service by or for the benefit of any third party. FURTHER, YOU REPRESENT AND WARRANT THAT NONE OF THE ACCOUNTS HAVE BEEN ESTABLISHED OR ARE BEING OR WILL BE USED FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES AND THAT YOU ARE NOT A "CONSUMER" UNDER REG. E.

SECTION TWO: ACH ORIGATION

This Section governs Client's use of the ACH Origination Service. Client wishes to initiate credit and/or debit Entries through the Bank to accounts maintained at Bank and in other depository financial institutions by means of the ACH pursuant to the terms and conditions contained herein and the Rules, and Bank is willing to act as an Originating Depository Financial Institution ("ODFI") with respect to such Entries. This Section sets forth the terms and conditions pursuant to which Bank will provide to Client the ACH Services outlined herein ("ACH Services"). By using the ACH Service described in this Section, Client accepts and agrees to all terms, conditions, and provisions and agrees that this Section sets forth the terms and conditions pursuant to which Bank will provide to Client the ACH Service outlined herein. In the event of inconsistency between a provision of this Section, the UCC, and/or the terms and conditions applicable to the deposit account, the provisions of this Section shall prevail. Terms not otherwise defined in this Section shall have the meaning ascribed to those terms in the Rules. The term "Entry" or "Entries" shall have the meaning provided in the Rules and shall also mean the data received from Client hereunder from which Bank initiates each Entry.

2.1 Credit Approval. In utilizing the Automated Clearing House Network in performance of this Master Agreement, Bank must make certain warranties on behalf of Client. Specifically, Bank is charged with assuring the financial soundness of Client to make the intended Entries. Bank must approve all ACH Agreements and may request financial information from Client and/or a separate credit agreement. Bank shall also be authorized to obtain a credit report(s) on Client as may be necessary from time to time. Bank may also assign Client a limit representing the maximum aggregate dollar amount of Entries that may be initiated by Client each day ("ACH Processing Limit"). Client acknowledges that the ACH Processing Limit is solely for the protection of Bank and its assets. Client understands that requests for Entries exceeding the ACH Processing Limit may be honored solely at the discretion of the Bank and may be changed on a temporary or permanent basis. Requests not honored would be communicated to the Client or the Client's designated representative.

2.2 Transmission of Entries by Client. User(s) shall initiate the debit or credit Entries hereunder on behalf of and selected by Client in the ACH Origination Services Application Form. Notwithstanding the designation of an Administrator by Client, Bank shall be entitled to deem any person having knowledge of any Security Procedure, as defined herein and required to initiate Entries under this Section, to be a User. User(s) shall transmit or deliver Entries to Bank in readable form, as determined in Bank's sole discretion, to the location(s) specified by the Bank and in compliance with the formatting and other requirements set forth in the Rules or as otherwise specified by Bank. Entries shall be delivered or transmitted to Bank's designated location not later than the time and the number of days prior to the Effective Entry Date specified in the Processing Schedule indicated on the Enrollment Form. By transmitting, the Client confirms the name, amount, and number of transactions for each file is correct. For the purposes of this Section, "Settlement Date" with respect to any Entry shall be the Business Day when such Entry is debited or credited in accordance with instructions of the Client. Entries received after the cut-off time shall be deemed to have been received on the next Business Day. The total dollar amount of Entries transmitted by Client to Bank on any one Business Day shall not exceed the lesser of the amount of collected funds in Client's account or the ACH Processing Limit set forth in "Selection of Standard Entry Class Codes, Purpose(s) & Requested Limits" section of the Enrollment Form and approved by Bank. Bank may, in its sole discretion, limit or restrict the use of specific Standard Entry Class ("SEC") codes. Client may not reinitiate Entries except as prescribed by the Rules. To use the ACH Services to initiate tax Entries, Client must have enrolled in the Electronic Federal Tax Payment System (EFTPS) on Form 9779, agreed to the terms and condition of the Master Agreement, and have requested the Credit option. Compliance with all special requirements of the EFTPS system, including the generation of pre-notification entries before the first tax payment is sent, and the use of the CCD format with a TXP addenda record to generate tax payments is also required.

2.3 Security Procedures. In addition to, and without limiting the generality of, the Security Procedure provisions of the Master Agreement, the Client shall comply with the "Security Procedures" described in the Operating Instructions, and Client acknowledges and agrees that the Security Procedures constitute commercially reasonable security procedures under applicable law for the initiation of ACH Entries. Client shall also ensure that it adopts commercially reasonable proactive measures to minimize the potential for transmitting erroneous, unauthorized or potentially fraudulent entries, including but not limited to, (a) verifying the account number of the Receiver, (b) verifying the routing number of the Receiver, (c) confirming the effective date of the Entry, (d) confirming all payment-related information for each Entry, and (e) utilizing all Security Procedures recommended by Bank set forth in the Operating Instructions or Enrollment Form.

2.4 Credit and Debit Entries; Records Retention. Client shall obtain an authorization ("Authorization Agreement") as required by the Rules from the person or entity whose account will be debited or credited as the result of a debit or credit Entry initiated by Client and Client shall retain the Authorization Agreement in original form while it is in effect and the original or a copy of each authorization for six (6) years after termination or revocation of such authorization as stated in the Rules. Upon request, Client shall furnish the original or a copy of the authorization to any affected Participating Depository Financial Institution, as defined in the Rules. Client agrees to provide the identity of affected Participating Depository Financial

Institutions to Originator upon written request by Originator. Client shall be solely responsible for communicating with the Participating Depository Financial Institution to establish the method by which the Authorization will be provided, and Client agrees to provide the Authorization to the identified Participating Depository Financial Institution within the time frame identified in the Rules. Client shall ensure that all authorization requirements of the Rules for each SEC Code are satisfied and in compliance with the Rules and can be provided upon ODFI request.

2.5 Processing, Transmittal and Settlement by Bank. Except as otherwise provided for in this Master Agreement and if Bank elects to accept Entries, Bank shall:

- (a) (i) use commercially reasonable efforts to comply with the instructions of Client, (ii) process Entries received from Client to conform with the file specifications set forth in the Rules, (iii) transmit such Entries as an ODFI to the ACH processor selected by Bank, (iv) settle for such Entries as provided in the Rules, and (v) in the case of a credit Entry received for credit to an account with Bank ("**On-Us Entry**"), Bank shall credit the Receiver's account in the amount of such credit Entry on the date ("**Effective Date**") contained in such credit Entry provided such credit Entry is received by Bank at the time and in the form prescribed by Bank in this Service Section. Client agrees that the ACH processor selected by Bank shall be considered to have been selected by and designated by Client; and
- (b) transmit such Entries to the ACH processor by the deposit deadline of the ACH processor, provided: (i) such Entries are completely received by Bank's cut-off time at the location specified by Bank to Client from time to time; (ii) the Effective Date satisfies the criteria provided by Bank to Client; and (iii) the ACH processor is open for business on such Business Day. Client agrees that the ACH processor selected by Bank shall be considered to have been selected by and designated by Client. Client will receive immediately available funds for any electronic debit entry initiated by it on the Settlement Date applicable thereto.

2.6 Settlement for Credit Entries and Returned Debit Entries; Pre-Funding. Client agrees to pay Bank for all credit Entries issued by Client or User(s), or credit Entries otherwise made effective against Client. Client shall make payment at such time on the date of transmittal by Bank of such credit Entries as Bank, in its discretion, may determine ("**Payment Date**"), and the amount of each On-Us Entry at such time on the Effective Entry Date of such credit Entry as Bank, in its discretion, may determine. Client shall pay Bank for the amount of each debit Entry returned by a Receiving Depository Financial Institution ("**RDFI**") or debit Entry dishonored by Bank. Payment shall be made by Client to Bank in any manner specified by Bank. Notwithstanding the foregoing, Bank is hereby authorized to charge the account(s) ("**Authorized Account(s)**") designated in the Operating Instructions, as payment for credit Entries issued by Client or returned or dishonored debit Entries. In the event that the Authorized Account(s) does not have sufficient available funds on the Payment Date, Bank is hereby authorized to charge any account maintained by Client with Bank as payment for credit Entries issued by Client or returned or dishonored debit Entries. Bank reserves the right to require Client to pre-fund an Account maintained at Bank prior to the Settlement Date of the ACH File. Bank shall determine whether pre-funding is required based on criteria established from time to time by Bank. Bank will communicate directly to Client if pre-funding is required and, if requested by Client, will provide Client with an explanation of its pre-funding criteria. If Bank determines that pre-funding is required, Client will maintain sufficient collected funds in Client's account(s) to settle for the credit Entries on the Payment Date. Client shall provide immediately available and collected funds sufficient to pay all Entries initiated by Client (i) not later than the cut-off time set forth in the Enrollment Form ("**Cut-Off Time**") at least two (2) Banking Days before each Settlement Date, and (ii) prior to initiating any Entries for which pre-funding is required. In the event that the Authorized Account or any other Client account at Bank does not have collected funds sufficient on the Payment Date to cover the total amount of all Entries to be paid on such Payment Date, Bank may take any of the following actions:

- (a) refuse to process the Entries or Bank may process the Entries, in which event Bank shall return the data relating to such credit Entries to Client, whereupon Bank shall have no liability to Client or to any third party as a result thereof; or
- (b) Process that portion of the credit Entries as Client has sufficient collected funds in the Authorized Account to cover, in whatever order Bank in its sole discretion shall elect to process, in which event Bank shall return the data relating to such credit Entries as are not processed to Client, whereupon Bank shall have no liability to Client or any third party as a result thereof; or
- (c) Process all credit Entries. In the event Bank elects to process credit Entries initiated by Client and Client has not maintained sufficient collected funds in the Authorized Account or any other Client account with Bank to cover them, the total amount of the insufficiency advanced by Bank on behalf of Client shall be immediately due and payable by Client to Bank without any further demand from Bank. If Bank elects to pay Client's account in the overdraft on any one or more occasions, it shall not be considered a waiver of Bank's rights to refuse to do so at any other time nor shall it be an agreement by Bank to pay other items in the overdraft.
- (d) Bank shall have the right to charge other accounts maintained by Client with Bank that are not designated as an Authorized Account if the designated Authorized Account does not have sufficient balances to settle.

2.7 On-Us Entries. Except as provided in Section 2.8 (Rejection of Entries), or in the case of an On-Us Entry, the Bank shall credit the Receiver's account in the amount of such Entry on the Effective Date contained in such Entry, provided the requirements set forth in Section 2.5(b) (i), (ii), and (iii) are met. If any of those requirements are not met, the Bank shall use reasonable efforts to credit the Receiver's account in the amount of such Entry no later than the next Business Day following such Effective Date.

2.8 Rejection of Entries. Client agrees that Bank has no obligation to accept Entries and therefore may reject any Entry issued by Client. Bank has no obligation to notify Client of the rejection of an Entry but Bank may do so at its option. Client shall, upon Bank's request, remove from Files any Entries which Bank determines in Bank's sole discretion are initiated by or on behalf of Client if Client is unable or unwilling to provide documentation required by Bank. Bank shall have no liability to Client for rejection of an Entry and shall not be liable to pay interest to Client even if the amount of Client's payment order is fully covered by a withdrawable credit balance in an Authorized Account of Client or the Bank has otherwise received full payment from Client.

2.9 Cancellation or Amendment of Entry By Client. Client shall have no right to cancel or amend any Entry after its receipt by Bank. However, Bank may, at its option, accept a cancellation or amendment by Client. If Bank accepts a cancellation or amendment of an Entry, Client must issue the cancellation or amendment in accordance with the Bank's Security Procedure and Bank shall use reasonable efforts to act on the request by Client for cancellation of an Entry prior to transmitting it to the ACH processor or, in the case of an On-Us Entry, prior to crediting a Receiver's account, but Bank shall have no liability if such cancellation is not effected. The Client shall notify the Receiver of any reversing entry initiated to correct any entry it has initiated in error. The notification to the Receiver must include the reason for the reversal and be made no later than the Settlement Date of the reversing entry. Notwithstanding any other provision in this Master Agreement, if Bank accepts a cancellation or amendment of an Entry or undertakes any effort to attempt to cancel or amend an Entry, Client hereby agrees to indemnify, defend all claims, release, and hold Bank harmless from any loss, damages, or expenses, including but not limited to attorneys' fees, incurred by Bank as the result of its acceptance (or efforts in attempting to accept) of the cancellation or amendment.

2.10 Reversals of Entries.

2.10.1 General Procedure. Upon proper and timely request by Client, the Bank will use reasonable efforts to effect a reversal of an Entry or File to the extent reversal is expressly permitted by the Rules. To be "proper and timely," the request must (i) be made within five (5) Business Days of the Effective Date for the Entry or File to be reversed; (ii) be accompanied by a such information requested by the Bank and/or otherwise required by the Rules; and (iii) the basis for such reversal must be expressly permitted by the Rules and otherwise in compliance with the Rules. In addition, if the Client requests reversal of a Debit Entry or Debit File, it shall concurrently deposit into the Authorized Account an amount equal to that Entry or File. The Client shall notify the Receiver of any reversing Entry initiated to correct any Entry it has initiated in error. The notification to the Receiver must include the reason for the reversal and be made no later than the Settlement Date of the reversing Entry.

2.10.2 No Liability: Reimbursement to the Bank. Under no circumstances shall the Bank be liable for interest or related losses if the requested reversal of an Entry is not effected. Client shall reimburse the Bank for any expenses, losses or damages it incurs in effecting or attempting to effect Client's request for reversal of an Entry.

2.11 Client as Receiver. If Client is the Receiver of an Entry or other funds transfer, and Bank does not receive final settlement for any payment made to Client by Bank, Client acknowledges and agrees that Client is obligated to Bank for the amount of the payment order and Bank is authorized to charge Client's account(s) for any amount paid to Client. If Bank credits Client's account for an Entry or other funds transfer naming Client as the Receiver, such credit Entry to Client's account is not acceptance of the funds transfer by Bank until one hour after the opening of business on the Banking Day after the credit Entry is made to the account. Without waiving Bank's rights set forth herein, Bank may make funds available to the Client at an earlier time at Bank's option. Bank has no obligation to notify Client of receipt of a funds transfer naming Client as the Receiver even if payment for the funds transfer to Client is made by credit to Client's account or the payment order directs payment to an account. Demand by Client for payment of a payment order for which Bank is obligated to pay Client must be made in writing and delivered to Bank. Issuance of a check by Client on the account to which payment was made shall not constitute notice under this section.

2.12 Error Detection. Bank has no obligation to discover and shall not be liable to Client for errors made by Client, including but not limited to errors made in identifying the Receiver, or an Intermediary or RDFI or for errors in the amount of an Entry or for errors in Settlement Dates. Bank shall likewise have no duty to discover and shall not be liable for duplicate Entries issued by Client. Notwithstanding the foregoing, if the Client discovers that any entry it has initiated was in error, it shall notify the Bank of such error. If such notice is received no later than four (4) hours prior to the ACH receiving deadline, the Bank will utilize reasonable efforts to initiate an adjusting entry or stop payment of any On-Us credit Entry within the time limits provided by the Rules. Notwithstanding any other provision in this Section 2, if Bank makes any effort to initiate an adjusting Entry, stop payment, or to take any action arising from an error made by Client, Client shall indemnify, defend all claims, and hold Bank harmless from any loss, damages, or expenses, including but not limited to attorneys' fees, incurred by Bank as result of the error or issuance of duplicate Entries.

2.13 Pre-Notification. For each Entry, the Service sends a prenotification that Client intends to initiate an Entry or Entries to a particular account within the time limits prescribed for such notice in the Rules. Such notice shall be provided to the Bank in the format and on the medium provided in the media format section of such Rules. If Client receives notice that such pre-notification has been rejected by an RDFI within the prescribed period, or that an RDFI will not receive Entries without having first received a copy of the Authorization signed by its Client, Client will not initiate any corresponding Entries to such accounts until the cause for rejection has been corrected or until providing the RDFI with such authorization within the time limits provided by the Rules. To the extent the Service allows Client to refuse sending pre-notification Entries and Client chooses not to send pre-notification Entries, then Client shall indemnify and hold Bank harmless from any and all losses incurred by Client and/or Bank that would not have been incurred in whole or in part if Client sent pre-notification.

2.14 Notice of Rejected and Returned Entries and Notifications of Change. Bank shall notify Client through the Commercial Internet Banking Service, by e-mail, telephone, facsimile transmission mail, or other means of the receipt of a returned entry from the ACH Operator. Except for an Entry retransmitted by Client in accordance with the requirements of Section 2.2 (Transmission of Entries by Client), Bank shall have no obligation to retransmit a returned Entry to the ACH Operator if Bank complied with the terms of this Service Section with respect to the original Entry. Client shall notify the Receiver by phone or electronic transmission of receipt of each return entry no later than one Business Day after the Business Day of receiving such notification from Bank. Client shall retain and provide the Bank, on request, all information necessary to remake any File or Entries for five (5) Business Days after the Settlement Date. In the event the (a) rate of unauthorized transactions, (b) rate of administrative returns, or (c) total rate of returns exceeds the rate based on the calculations noted in the Rules, Client will share the data requested by the Bank and will immediately begin the process of bringing the rate to an acceptable level. Bank shall provide Client all information, as required by the Rules, with respect to each Notification of Change ("**NOC**") Entry or Corrected Notification of Change ("**Corrected NOC**") Entry received by Bank relating to Entries transmitted by Client. Bank must provide such information to Client within two (2) Banking Days of the Settlement Date of each NOC or Corrected NOC Entry. Client

shall ensure that changes requested by the NOC or Corrected NOC are made within six (6) Banking Days (or such shorter time period proscribed in the Rules) or prior to initiating another Entry to the Receiver's account, whichever is later. If the NOC or Corrected NOC is incorrect, Client agrees to provide Bank with a refused NOC in compliance with the Rules within fifteen (15) calendar days.

2.15 Account Reconciliation. Entries transmitted by Bank or credited to a Receiver's account maintained with Bank will be reflected through Commercial Internet Banking and on Client's periodic statement issued by Bank with respect to the Authorized Account or any other Client Account at Bank pursuant to the agreement between Bank and Client. Client agrees to notify Bank promptly of any discrepancy between Client's records and the information shown on Commercial Internet Banking or on any periodic statement. If Client fails to notify Bank of any discrepancy within fourteen (14) days of the date of any periodic statement or when such transaction is available through Commercial Internet Banking containing such information, Client agrees Bank shall not be liable for any other losses resulting from Client's failure to give such notice or any loss of interest or any interest equivalent with respect to an Entry shown on such periodic statement. If Client fails to notify Bank of any such discrepancy within thirty (30) calendar days of the periodic statement or when the transaction is made available through Commercial Internet Banking, whichever is earlier, Client shall be precluded from asserting any discrepancy against Bank.

2.16 Notice of Improper Entries. Bank shall provide Client with a periodic statement reflecting the total of each File transmitted by Bank or credited to a Receiver's account maintained with Bank. The Client shall examine the periodic statement and notify the Bank of any unauthorized or erroneous Entries within a responsible time, not exceeding thirty (30) days from the date that the transaction is available through Commercial Internet Banking or any periodic statement to Client. If the Client fails to deliver such notice, the Client may not assert against the Bank any claim for interest on the amount of the Entries for the period prior to the date that such notice is delivered. If the Client fails to deliver notice to the Bank of any unauthorized or erroneous Entries within one (1) year from the Bank's issuance of any advice or statement reflecting such Entries, Client is precluded from asserting that the Bank is not entitled to retain the principal amount of the unauthorized or erroneous debit of Client's account(s).

2.17 Provisional Settlement. Client shall be bound by and comply with the Rules as in effect from time to time, including without limitation the provision thereof making payment of an Entry by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such Entry; and Client acknowledges that it has received notice of that Rule and or the fact that, if such settlement is not received, the RDFI shall be entitled to a refund from the Receiver of the amount credited and Client shall not be deemed to have paid the Receiver the amount of the Entry.

2.18 Recurring, Repetitive, and Future Dated Files. Recurring, Repetitive and Future Dated Payment Files are only permitted for use through Commercial Internet Banking. Bank agrees to receive and process Files on a Recurring, Repetitive or Future Date as set forth in this Service Section. The Effective Date (as defined below) of any Files on a Recurring, Repetitive or Future Date shall be on a Business Day. If Client designates the Effective Date of a File on a non-Business Day, such File(s) may be treated as designating the Files for the next Business Day or the prior Business Day.

2.18.1 Recurring or Repetitive Files. A "Recurring File" is one for which the authorized account, beneficiary information, frequency and method for calculating the Entry amount remain constant and are designated through Commercial Internet Banking. A "Repetitive File" is one for which the authorized account and beneficiary information remain constant and are designated through Commercial Internet Banking, but for which the date and amount vary. Bank will transfer funds on a Recurring or Repetitive basis to other Client accounts or third party accounts as described in written instructions set forth by an Administrator or Authorized Client Agent designated on Commercial Internet Banking.

2.18.2 Future Dated Files. Bank agrees to accept or process Files from Client through Commercial Internet Banking designating a future date for the File ("Effective Date").

2.18.3 Limitation on Recurring and/or Future Dated Files. While the Service may not provide an expiration date for Recurring or Future Dated Files, Bank may limit the number of days from the initial instructions provided by Client to Bank for which Recurring and Future Dated Files may be dated. Client represents and warrants to Bank that Client will not designate an Effective Date beyond the limitations imposed by the Bank for Recurring and Future Dated Files.

2.18.4 Modifying or Cancelling Recurring, Repetitive and/or Future Dated Files. To modify, edit or cancel any Recurring, Repetitive and/or Future Dated Files issued through Commercial Internet Banking, Client must take such action through Commercial Internet Banking at least one (1) full Business Day before the processing deadline set forth on the Enrollment Form. If the User(s) that establishes the Recurring or Future Dated Files is deleted on Commercial Internet Banking, then Client hereby agrees all Recurring, Repetitive and/or Future Dated Files established by a deleted User shall be canceled. Client understands and acknowledges that any Future Dated or Recurring Files will not be canceled if initiated by a User that is held or suspended.

2.18.5 Client agrees to waive any claim against, and fully defend, indemnify and hold harmless, Bank, its related entities, its respective shareholders, directors, officers, employees, attorneys, successors, assigns and any other persons or entities acting on behalf of any of them, from any and all claims, actions, causes of action, demands, rights, damages, costs, attorneys' fees, loss of service, expenses and compensation whatsoever, which Bank may incur or accrue on account of or in any way arising out of Client's use of Recurring, Repetitive or Future Dated Files, including without limitation the consequences resulting from Client's failure to (i) properly enter the time or frequency of the Recurring or Future Dated File; (ii) timely modify, edit or cancel any Recurring, Repetitive or Future Dated File; or (iii) timely notify the Bank as required herein.

2.19 Identification of Receiver. If Client identifies the Receiver of the Entry by account number or identifying number, or by name and account number or identifying number, Client acknowledges that payment of the proceeds of the Entry to the Receiver shall be made by the RDFI, or by Bank in case of an On-Us Entry, on the basis of the identifying or Bank account number even if it identifies a person different from the named Receiver. Client is liable for and must settle with Bank for any Entry initiated by Client that identifies the Receiver by account or identifying number or by name and account or identifying number.

2.20 Client Representations and Warranties; Indemnity. With respect to each and every Entry transmitted by Client, Client represents and warrants to Bank and agrees that (a) each person or entity shown as the Receiver on an Entry received by Bank from Client has authorized the initiation of such Entry and the crediting or debiting of its account in the amount and on the Effective Entry Date shown on such Entry, (b) such authorization is operative at the time of transmittal or crediting or debiting by Bank as provided herein, (c) Entries transmitted to Bank by Client are limited to those types of credit and debit Entries set forth in the Enrollment Form, (d) Client shall perform its obligations under this Master Agreement in accordance with all applicable laws, regulations, and orders, including, but not limited to, the sanctions laws, regulations, and orders administered by OFAC; laws, regulations, and orders administered by FinCEN; and any state laws, regulations, or orders applicable to the providers of ACH payment services, (e) Client shall be bound by and comply with the provision of the Rules (among other provisions of the Rules) making payment of an entry by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such Entry, and (f) Client shall ensure that any and all non-public personal information provided by Client to Bank shall be secure and will not be disclosed to any unauthorized person. Client specifically acknowledges that it has received notice of the rule regarding provisional payment and of the fact that, if such settlement is not received, the RDFI shall be entitled to a refund from the Receiver of the amount credited and Client shall not be deemed to have paid the Receiver the amount of the entry. Client shall defend, indemnify and hold harmless Bank, and its officers, directors, agents, and employees, from and against any and all actions, suits, costs, claims, losses, damages, or expenses, including attorneys' fees and expenses, resulting from or arising out of (i) any breach of any of the agreements, representations, or warranties of Client in this Section; or (ii) any act or omission of Client or any other person acting on the Client's behalf.

2.21 Additional Client Warranties for Selected Standard Entry Classes. Nacha, in its role of ensuring the safety, security, and viability of the ACH network, has determined that certain single-use or limited-use consumer authorizations have the potential to increase risk in the ACH system and compromise system effectiveness by increasing the incidence of returned Entries. Therefore, to qualify as an Originator of such Entries, Client hereby warrants to Bank that for each such ACH Entry submitted for processing, Client has obtained all authorizations from the Receiver as required by the Rules, by Reg. E or other applicable law, and this Service Section. Client also makes the additional warranties to Bank that Bank makes to each RDFI and ACH Operator under the Rules for the respective SEC codes for Entries originated by Client. Client hereby indemnifies and holds Bank harmless from any liability arising out of Client's breach of these warranties.

2.22 Delay or Failure to Transfer Funds. Bank shall not be liable to Client or Receiver for any damages of any kind for any delay in payment, including special, consequential, punitive, or indirect loss or damage. Bank shall not be liable or responsible to Client for any delay or failure to transfer any amount hereunder for any reason including but not limited to rules, regulations, or policies of the Federal Reserve Board which place an aggregate limit on the amount Bank can transfer from time to time during any Banking Day. In no event shall Bank be liable to Client for attorneys' fees incurred by Client in any action brought by Client under this Master Agreement.

2.23 Reserves. From time to time, Bank shall evaluate Client's transaction activity for the purpose of establishing averages for transaction frequency, amount, returns and adjustments. These evaluations will occur at least annually and may occur more frequently at Bank's discretion. In connection with these evaluations, Bank reserves the right to require Client to establish reserves with Bank calculated by Bank to cover Client's obligations to Bank arising from ACH activities under this Agreement. Reserves may be expressed as a fixed dollar amount or as a "rolling reserve" calculated based on "rolling" averages determined by Bank's periodic evaluations. The amount of reserves required by Bank, if any, will be communicated directly to Client from time to time. Client agrees to establish reserves as required by Bank within two (2) Banking Days after receipt of a communication from Bank setting forth the amount of required reserves and the basis of calculation used to determine the amount of reserves. Bank may suspend ACH processing activity for Client if Client fails to establish the required amount of reserves within the time period specified by Bank in its communication to Client.

2.24 Interest Calculations. Any interest payments due by either party pursuant to Article 4A of the UCC shall be calculated at an annual rate equal to the average Federal Funds rate at the Federal Reserve Bank of New York for the period involved. At Bank's option, payment of such interest may be made by crediting the Authorized Account.

2.25 Same Day Entries. If Same Day ACH is offered by the Bank and Client is approved for the service, a Credit or Debit Entry with an Effective Date of the date of or a date prior to the date of the transmission of the Entry or File to Bank and received by Bank prior to the applicable cut-off time set forth in the Enrollment Form shall be considered to be a Same Day Entry. Entries in excess of the amount permitted in the Rules and IAT Entries are not eligible for Same Day ACH processing. In addition to any other fees that Client is obligated to pay Bank, Client hereby agrees to pay Bank the Same Day Entry fee established by Bank from time to time for Same Day Entries transmitted to Bank by Client.

2.26 International ACH Transactions ("IAT"). Client shall not initiate any IAT Entries without Bank's prior approval. If approved by Bank, Client agrees to comply with the Rules with regard to all IAT Entries.

2.27 Excluded SEC Codes. Client shall only use the following ACH Standard Entry Class (SEC) Codes for debit and/or credit Entries: CCD or PPD. Client shall not use any other ACH SEC Codes with the Service, including without limitation CTX, ARC, BOC, IAT, POP, POS, RCK, TEL, WEB, or XCK ("Excluded Entries") unless expressly permitted in writing in the Enrollment Form.

2.28 Obligations of Third-Party Sender Under the Rules. Client shall not act as a Third-Party Sender or allow any third-party senders of Client to initiate Files without the express written consent of Bank. This Section is applicable only if Client is a Third Party Sender. If Client is a Third-Party Sender as defined by the Rules, the term "Client" as used in this Master Agreement shall have the same meaning as "Third-Party Sender." Except for any Entry initiated by Third-Party Sender as an Originator, in addition to any other duties, responsibilities, warranties, representations and liabilities under this Master Agreement, for each and every Entry transmitted by Third-Party Sender to Bank, Third-Party Sender represents and warrants to Bank and

agrees that Third-Party Sender shall enter into an agreement with any Originators that requires the Originator to: (i) perform all of the duties, including, but not limited to, the duty to identify Originators and, upon request of Bank, provide the identity of the Originators to Bank; (ii) if Bank permits Nested Third-Party Senders as designated in the Enrollment Form, Third-Party Sender shall identify and provide any documentation requested by Bank for any third-party senders of Third-Party Sender ("**Nested Third-Party Sender**") as required by the Rules and enter into an ACH Agreement with such Nested Third-Party Sender warranting compliance with the Rules; (iii) assume all of the responsibilities, including, but not limited to, the responsibilities of ODFIs and Originators; (iv) make all of the warranties, including, but not limited to, the warranties of ODFIs and the warranty that Originators have agreed to assume the responsibilities of Originators under the Rules; (v) make all of the representations; (vi) assume all of the liabilities, including, but not limited to, liability for indemnification for failure of an Originator to perform its obligations as an Originator; or a Third-Party Sender in accordance with the Rules; (vii) conduct, or have conducted, an annual audit of its compliance with the Rules in accordance with the Rules; and (viii) before permitting an Originator to originate an Entry, Third-Party Sender shall enter into an ACH Agreement as required by the Rules. Subject to Bank's right of approval, Third Party Sender may from time to time agree to process Entries for new Originators. The terms and conditions governing the relationship between the Third Party Sender and the Originator shall be governed by a separate agreement between Third Party Sender and the Originator. The agreement between the Third Party Sender and the Originator shall contain a provision wherein the Third Party Sender establishes an exposure limit for the Originator related to the dollar amount of entries that may be originated by the Originator across Multiple Settlement Dates. Bank reserves the right to terminate its agreement to process any Entries created for the benefit of any Originator unless and until such Originator enters into a separate contractual relationship with Bank on terms satisfactory to Bank. In the event Bank enters into a separate contractual relationship with any Originator for which Sender had been transmitting Entries, Third Party Sender will at such time be deemed a Third Party Service Provider for the purposes of this Master Agreement and the Rules.

SECTION THREE: WIRE TRANSFER OF FUNDS

This Section governs Client's use of the Wire Transfer of Funds Service. In accordance with procedures established from time to time between the Client and the Bank, both parties agree that all "**Funds Transfers**," as defined in Section 4A-104 of Article 4A of the UCC (hereafter cited as Sections thereof) will be processed in accordance with the terms and conditions listed below. This Section will not apply to transfers which are covered under Reg. E, and the Electronic Fund Transfer Act of 1978.

3.1 Procedures and Conditions.

3.1.1 Online Wire Transfers. Client agrees to strictly follow all procedures and conditions established for Commercial Internet Banking and initiation of any Payment Order as that term is defined in UCC Article 4A Section 4A-103(a)(1) ("**Wire Transfer**") via Commercial Internet Banking, which may be issued from time to time by Bank and any amendments thereto including, without limitation, all procedures and conditions set forth in this Master Agreement. Client acknowledges and agrees that Client has sole responsibility for the security of the Identification Codes, Passwords, Security Devices, Security Procedures utilized by the Administrator and all Users.

3.1.2 Oral or Written Wire Transfers. Client may initiate a Wire Transfer by means of Commercial Internet Banking, orally, by facsimile or in-person; provided, however, Client acknowledges that issuance of a Wire Transfer by any means other than through Commercial Internet Banking is a rejection by Client of the Security Procedures offered by Bank to Client and constitutes Client's selection of an alternate security procedure. Client hereby expressly agrees to be bound by any Wire Transfer, whether or not authorized, issued in its name and accepted by Bank in compliance with the security procedure chosen by Client. By executing the Enrollment Form, or in one or more resolutions acceptable to the Bank and certified by Client, Client designates those individuals set forth in the Enrollment Form (herein referred to as "**Client's Authorized Representative(s)**") who shall be authorized to designate, in the Enrollment Form or other form acceptable to Bank, one or more "**Authorized Client Agent(s)**" as the sole representatives of Client authorized to transmit and verify wire transfer instructions hereunder on behalf of Client which are not issued via Commercial Internet Banking, and shall indicate in the Enrollment Form the functions that each Authorized Client Agent is authorized to conduct on behalf of Client. Designation of Authorized Client Agents may be altered or revoked from time to time upon written notice to the Bank from any Client Authorized Representative, provided that the Bank may in its sole discretion act upon verbal notice of revocation which the Bank reasonably believes to be from any Client Authorized Representative, which revocation shall later be confirmed in writing by a Client Authorized Representative. Bank shall be entitled to deem any person having knowledge of any security codes required in order to initiate wire transfer instructions under this Master Agreement to be an Authorized Client Agent. In addition, Bank may rely on and accept Wire Transfers issued on behalf of Client by any individuals authorized by Client to sign checks on Client accounts.

3.2 Authority to Transfer Funds. Client authorizes Bank to accept or execute any Wire Transfer and charge the applicable Designated Account, without limitation as to amount, when such request is received via Commercial Internet Banking in accordance with the Security Procedures. Client acknowledges and agrees that such Wire Transfer will be conclusively presumed to be a proper transfer authorization by Client; and that Bank shall have no responsibility for the accuracy, legitimacy or completeness of the data received from Client.

Without limitation on the foregoing, Client specifically authorizes Bank to do the following:

- (a) Transfer funds from a Client account(s) with Bank to any other Client account(s), whether such account(s) is/are with Bank or other institution(s); and
- (b) Transfer funds from a Client account(s) with Bank to any account(s) of a third party, whether such third party account(s) is/are with Bank or other institution(s).

3.3 Execution and Acceptance of Wire Transfers. Bank is hereby authorized to honor, execute and accept each and every Wire Transfer received by it in the name of the Client as sender and initiated by an Administrator or User via Commercial Internet Banking. If Bank elects to accept a Wire Transfer issued by Client, Bank shall use reasonable efforts to comply with the Wire Transfer in paying the proceeds to the beneficiary, if Bank is also the beneficiary's bank, or in executing the Wire Transfer if Bank is not also the beneficiary's bank. Client shall issue the Wire Transfer to Bank in a timely manner sufficient to allow Bank to ensure that payment is made to the beneficiary on the payment date. Bank shall be entitled to deem any

person having knowledge of any Security Procedures required in order to initiate Wire Transfers under this Master Agreement to be a User. Bank may, in all cases, rely on and accept Wire Transfers issued on behalf of Client by any individual(s) authorized by Client to sign checks on any of Client's depository accounts with Bank.

3.4 Security Procedures. In addition to, and without limiting the generality of, the Security Procedure provisions of Part I of this Master Agreement, Client shall comply with any additional "Security Procedures" required by Bank or as otherwise communicated to Client, and Client acknowledges and agrees that the Security Procedures, including any Security Devices used in connection therewith, constitute commercially reasonable security procedures under applicable law for the initiation of Wire Transfers.

3.5 Settlement. The Bank is not obligated by this Master Agreement or this Section to honor, execute, or accept any Wire Transfer. If Bank elects to accept Wire Transfers issued by Client, Client agrees to settle for all Wire Transfers issued by Client, Client's Administrator(s) or User(s), or Wire Transfers otherwise made effective against Client. Settlement shall be made by Client to Bank in any manner specified by Bank. Notwithstanding the foregoing, Bank is hereby authorized to charge the account designated by Client in the Enrollment Form ("**Designated Account**") as settlement for Wire Transfers issued by Client. Client shall maintain sufficient collected funds in the Designated Account to settle for the Wire Transfer at the time that the Wire Transfer is issued. Bank may, in its sole discretion, transfer funds from the Designated Account in excess of the collected balance and thereby create an overdraft. In this event, Client shall promptly reimburse the Bank upon demand in the amount of the overdraft together with any interest fees or charges which would otherwise be charged to Client as a result of an overdrawn account based upon the Bank's account rules and pricing schedules. If Bank elects to pay Client's account in the overdraft on any one or more occasions, it shall not be considered a waiver of the Bank's rights to refuse to do so at any other time nor shall it be an agreement by the Bank to pay checks or other items in the overdraft. Bank shall have the right to charge other accounts maintained by Client with Bank that are not designated as a Designated Account if Bank accepts the Wire Transfer and the Designated Account does not have sufficient balances to settle for the Wire Transfer. Bank may process Wire Transfers in any order convenient to Bank and Bank may charge items, including settlement for Wire Transfers, in any order or sequence selected by Bank.

3.6 Method of Issuance of Wire Transfers.

3.6.1 Issuance of Wire Transfers. The most secure method for issuance of a Wire Transfer and the method recommended by the Bank is through the Commercial Internet Banking Service. Client may issue Wire Transfer through Commercial Internet Banking, orally, by facsimile, or in writing; provided, however, issuance of a Wire Transfer by any means other than through the Commercial Internet Banking Service is a rejection by Client of a commercially reasonable security procedure offered by the Bank. Wire Transfer may only be executed on Business Days which are Monday through Friday. Wire Transfer received before the cut-off time set forth in the Enrollment Form ("**Cut-Off Time**") will be processed on the same Business Day. The Wire Transfer Cut-Off Time is also available by calling the Bank. Wire Transfer received on a non-business day or after the cut-off time on a Business Day will be treated as being received on the next Business Day. Bank may, at its option, record electronically all telephonic instructions received by Bank from Client without further notification and may retain such recordings for any period of time selected by Bank. Client consents to the recording of such telephone conversations. The decision of whether to record a particular conversation is within the Bank's discretion, and the Bank has no liability for failure to record.

3.6.2 Recurring, Repetitive and Future Dated Wire Transfers. Recurring, Repetitive and Future Dated Payment Orders are only permitted for use through Commercial Internet Banking and are not allowed for use with oral or other written Payment Orders. Bank agrees to receive and execute Payment Orders on a Recurring, Repetitive or Future Date as set forth in this Section 3.6. The Effective Date (as defined below) of any Payment Order on a Recurring, Repetitive or Future Date shall be on a Business Day. If Client designates the Effective Date of a Payment Order on a non-Business Day, such Payment Order will be treated as designating the Payment Order for the next Business Day.

3.6.2.1 Recurring or Repetitive Payment Orders. A "**Recurring Payment Order**" is one for which the authorized account, beneficiary information, frequency and method for calculating the Payment Order amount remain constant and are designated through Commercial Internet Banking or in the Enrollment Form. A "**Repetitive Payment Order**" is one for which the authorized account and beneficiary information remain constant and are designated through Commercial Internet Banking, but for which the date and amount vary. Bank will transfer funds on a Recurring or Repetitive basis to other Client accounts or third party accounts as described in written instructions set forth by an Administrator or Authorized Client Agent through Commercial Internet Banking.

3.6.2.2 Future Dated Payment Orders. Bank agrees to accept or execute Payment Orders from Client designating a future date for the Payment Order ("**Effective Date**").

3.6.2.3 Limitation on Recurring and/or Future Dated Payment Orders. While the Service may not provide an expiration date for Recurring or Future Dated Payment Orders, Bank may limit the number of days from the initial instructions provided by Client to Bank for which Recurring and Future Dated Payment Orders may be dated. Client represents and warrants to Bank that Client will not designate an Effective Date beyond the limitations imposed by the Bank for Recurring and Future Dated Payment Orders.

3.6.2.4 Modifying or Cancelling Recurring, Repetitive and/or Future Dated Payment Orders. To modify, edit or cancel any Recurring, Repetitive and/or Future Dated Payment Orders issued through Commercial Internet Banking, Client must take such action through Commercial Internet Banking at least one (1) full Business Day before the Cut-Off Time. If the User(s) establishing the recurring or future dated Payment Order is deleted on Commercial Internet Banking, then Client hereby agrees that all Recurring, Repetitive and/or Future Dated Payment Orders established by a deleted User shall be canceled. Client understands and acknowledges that any Future Dated or Recurring Payment Order will not be canceled if initiated by a User that is held or suspended.

3.6.2.5 Client agrees to waive any claim against, and fully defend, indemnify and hold harmless, Bank, its related entities, its respective shareholders, directors, officers, employees, attorneys, successors, assigns and any other persons or entities acting on behalf of any of them, from any and all claims, actions, causes of action, demands, rights, damages, costs, attorneys' fees, loss of service, expenses and compensation whatsoever, which Bank may incur or accrue on account of or in any way arising out of Client's use of Recurring, Repetitive or Future Dated Payment Orders, including without limitation the consequences resulting from Client's failure to (i) properly enter the time or frequency of the Recurring or

Future Dated Payment Order; (ii) timely modify, edit or cancel any Recurring, Repetitive or Future Dated Payment Order; or (iii) timely notify the Bank as required herein.

3.7 Errors in Wire Transfers. Client agrees that Bank shall have no obligation to discover errors in Wire Transfers and shall not be liable to Client for errors made by Client, including but not limited to errors made in identifying the beneficiary, or an intermediary or beneficiary's bank, or for errors in the amount of the Wire Transfer. Bank shall likewise have no duty to discover and shall not be liable for duplicate Wire Transfers issued by Client. In the event that Client makes an error or issues a duplicate Wire Transfer, Client shall indemnify, defend all claims, and hold Bank harmless from any loss, damages, or expenses, including but not limited to attorneys' fees, incurred by Bank as the result of completion of the wire transfer.

3.8 Use of Account Numbers. The Client is notified, and hereby acknowledges, that in executing or otherwise acting on a Wire Transfer the Bank shall rely solely and exclusively upon identifying account or identification numbers of a beneficiary, beneficiary's bank or intermediary bank and shall not rely on the name of the beneficiary. Likewise, acceptance of a Wire Transfer may be made by a beneficiary's bank on the basis of an identifying or bank account number even if it identifies a person different from the named beneficiary. Client is liable for and must settle with Bank for any wire transfer initiated by Client that identifies the beneficiary by account or identifying number or by name and account or identifying number. The Bank shall have no duty to detect any inconsistency between the name and number contained in a Wire Transfer and the Client shall be responsible for any inconsistencies. The Client shall indemnify and hold the Bank harmless from and against any loss, liability, expense or damage that the Bank may incur as a result of such inconsistency, including, without limitation, attorneys' fees and expenses of litigation.

3.9 Amendments and Cancellations.

3.9.1 A Wire Transfer may be canceled by the Client, provided the cancellation instruction is received by the Bank, and verified pursuant to the Security Procedures in effect, at a time and in a manner affording the Bank a reasonable opportunity to act prior to the Bank's acceptance of the Wire Transfer.

3.9.2 The Bank is not obligated to amend or cancel a Wire Transfer after Bank's acceptance, but if in its sole discretion, Bank agrees with Client to do so, it may condition such amendment or cancellation upon compliance with the Security Procedures. Any cancellation of a Wire Transfer by the Bank shall relieve the Bank of any obligation to act on such Wire Transfer and any amendment of a Wire Transfer by the Bank shall relieve the Bank of any obligation to act on such Wire Transfer in its un-amended form.

3.9.3 Client acknowledges and agrees that after a Wire Transfer has been accepted by the beneficiary's bank, return of such funds must be authorized by the beneficiary and Bank has no responsibility to procure the return of such funds. If Client asks Bank to recover funds which Bank has already transferred, Bank shall be under no obligation to do so. If Client deposits with Bank an amount reasonably determined in good faith by Bank to approximate the costs and expenses (including attorneys' fees) which Bank may incur in attempting to recover the funds transferred, Bank may, in its sole discretion make an attempt to recover the funds. In lieu of such a deposit, Bank may request Client to provide a bond or other assurance of payment reasonably satisfactory to Bank. Upon such deposit, or the supplying of such other assurance, Bank may take such action as it deems reasonable under the circumstances, including, for example, sending a request to reverse the transfer to any financial institution that received such funds. In no event, however, shall the Bank be deemed to have guaranteed or otherwise assured the recovery of any portion of the amount transferred, nor to have accepted responsibility for any amount transferred. Notwithstanding any other provision in this Master Agreement, if Bank undertakes any effort to attempt to cancel, amend or recall a Wire Transfer, Client hereby agrees to indemnify, defend all claims, release and hold Bank harmless from any loss, damages, or expenses, including but not limited to attorneys' fees, incurred by Bank as the result of its acceptance of (or efforts in attempting to accept) the cancellation, amendment or recall.

3.10 Rejection of Wire Transfer. Client agrees that Bank has no obligation to accept a Wire Transfer and therefore may reject any Wire Transfer issued by Client. Bank has no obligation to notify Client of the rejection of the Wire Transfer issued by Client but Bank may so notify at its option. Bank shall have no liability to Client for rejection of a Wire Transfer and shall not be liable to pay interest to Client even if the amount of Client's Wire Transfer is fully covered by a withdrawable credit balance in a Designated Account of Client or the Bank has otherwise received full payment from Client.

3.11 Use of Correspondents, Agents, and Systems.

3.11.1 The Client agrees that in executing any Wire Transfer the Bank may make use of such correspondents, agents and Wire Transfer and communication systems as it deems necessary or desirable to execute such Wire Transfer. To the fullest extent permitted by law (a) such correspondents, agents and systems shall be deemed to be agents of the Client and the Bank shall not be liable for any errors, negligence, suspension, or default of any of them or for any failure to identify the beneficiary or any mistake in payment by any of them, and (b) the Bank shall not be liable for any errors, mutilations, mis-delivery, or failure of delivery in the transmission of any Wire Transfer by such correspondents, agents and Wire Transfer and communication systems or for any suspension of any means of communication or for any imposition of a censorship, exchange control or other restriction by such correspondents, agents and Wire Transfer and communication systems, all such risk being borne by the Client.

3.11.2 Each Wire Transfer, amendment or cancellation thereof, carried out through a wire transfer system will be governed by all applicable wire transfer system rules, whether or not the Bank is a member of the system. Any Wire Transfer or cancellation thereof may be transmitted by any bank by use of the wire transfer system of the Federal Reserve Bank ("Fedwire"). The rights and obligations of the Bank and the Client with respect to any Wire Transfer, any part of which is carried out through the use of the Fedwire, will be governed by any applicable laws, the regulations of the Board of Governors of the Federal Reserve System, and the operating circulars of the Federal Reserve Bank. The Client acknowledges the Bank's right to reserve, adjust, stop payment, or delay posting of an executed Wire Transfer is subject to the laws, regulations, circulars, and rules described in this Section.

3.12 Unauthorized Transactions and Other Errors. Bank and Client may agree that Bank shall provide the Client with advices describing each Wire Transfer paid or executed on behalf of the Client. Such advices shall be made available by an email to Client not later than the Business Day following the day of execution or payment to a beneficiary of a Wire Transfer or as determined by the Bank in its discretion. Client may also elect to receive immediate email notifications following the execution of any Wire Transfer. Client agrees to immediately review any such advices and Client shall notify the Bank of any discrepancy between the Wire Transfer and the related wire transfer, or of any unauthorized transaction or other error on the next Business Day following receipt of any advice or within fourteen (14) calendar days of when the transaction is made available through Commercial Internet Banking of the date of any statement of account relating to the Designated Account, whichever is earlier, which time limits Client agrees are reasonable. If notification of an unauthorized transaction or other error is communicated orally to Bank by Client, it shall be confirmed promptly in writing by Client. The Client will be deemed to have received any advices and statements of account that are mailed by the Bank five (5) Business Days after such mailing. The Bank shall have no liability to the Client for any loss or damage sustained by the Client arising out of any Wire Transfer referenced in a statement of account for the Designated Account or in an individual advice, and no legal proceeding or action shall be brought by Client against Bank to recover such loss or damage, unless (a) Client shall have given the written notice as provided for herein, and (b) such legal proceeding or action shall be commenced within the period established by UCC 4A. Client waives any right to seek or enforce payment of attorneys' fees related thereto.

3.13 International Wire Orders. Subject to the terms and conditions of this Section, and subject to any instructions we provide, you may use the Service to make funds transfers denominated in U.S. dollars to beneficiaries located outside of the United States. Such fund transfers may be finally paid to the beneficiary either in the foreign currency of the country to which the funds are transferred, in U.S. dollars, or in other currency, according to our policies and procedures, the policies and procedures of the beneficiary's bank, and/or the policies and procedures of any intermediary banks participating in the transaction, subject to applicable exchange rates. You specifically agree that we may, in our discretion, prior to or upon execution of any international Wire Transfer submitted by you, convert the U.S. dollar amount to the currency of the destination country at our exchange rate in effect at the time of conversion. It is your responsibility to advise your beneficiary of the possibility and effect of currency conversions in the course of the execution of any Wire Transfer. If we make any refund of an international Wire Transfer to you, we will make such refund in the U.S. dollar amount of the transaction. You bear all risk of loss due to fluctuations in the rate of currency exchange. You hereby acknowledge and agree that any and all Wire Transfers issued by you under this Section are for business purposes only and not for personal, family, or household purposes and are not subject to the provisions of the Electronic Funds Transfer Act and/or Reg. E. Further, you acknowledge and agree Bank may use a third-party for currency conversions and both the third-party and Bank may include a fair and reasonable mark-up on the currency conversion rate consistent with the FX Global Code (December 2024 or as updated/amended from time to time), including Principle 14, adopted by the Global Foreign Exchange Committee and available at <https://www.globalfx.org/fx-global-code/>.

3.14 Furnishing Information. Upon request the Client will provide the Bank with any transaction information necessary for the Bank to handle inquiries and tracing, or otherwise to comply with applicable laws and regulations relating to Wire Transfers, including but not limited to, dollar amounts, account(s) affected, dates and names of beneficiaries and third parties involved in the transfer.

3.15 Transactions with Banks. If the Client is a bank (as defined in Article 4A of the UCC), and under applicable law the Client is not deemed the originator of the order to which a Wire Transfer relates, the Client agrees to indemnify and hold the Bank harmless for any loss or liability owed to such originator to the extent that such loss or liability would not have been incurred if the Client had been an originator.

3.16 Interest. If Client timely notifies the Bank of an erroneous or unauthorized Payment Order pursuant to Section 3.12, the Bank will pay Client interest for the loss of the use of its funds in accordance with Mississippi law as amended from time to time. The Bank shall assume no responsibility for lost interest with respect to the refundable amount of any unauthorized transfer or error unless the Bank is notified within thirty (30) calendar days of notification by the Bank of the acceptance of such transfer. (Section 4A-204).

SECTION FOUR: FRAUD PREVENTION SERVICES

This Section governs Client's use of Fraud Prevention Services, including the Positive Pay Service and the ACH Block Service. Bank, in its sole discretion, may not permit Client to use Fraud Prevention Services until Bank has determined that Client has accepted or executed the applicable documentation and otherwise provided appropriate information and specifications for the use of Fraud Prevention Services, and until Bank has had a reasonable opportunity to receive and review for proper execution by an authorized signatory and activate the Service Section. In any event, Client agrees that the use by Client of any Service Section shall, without any further action or execution or acceptance of any documentation on the part of Client, constitute Client's acceptance of and agreement to Bank's terms and conditions for the use of such Service Section as may be in effect as of the time of such usage, whether set forth in this Master Agreement or otherwise prescribed by Bank. To utilize the Fraud Prevention Services described herein Client must be enrolled in and be an active participant in the Commercial Internet Banking Service offered by Bank.

4.1 Check Positive Pay Service.

4.1.1 Description of the Service. Client may use Check Positive Pay to quickly identify and act upon fraudulent checks as well as quickly reconcile Client's Designated Accounts. Client shall provide the Bank with a Check Issue File or File in the manner described and defined below, detailing all checks Client has issued on the Designated Accounts. This File is to be imported into the Bank's system for comparison to checks presented for payment against Client's Accounts designated in the Enrollment Form. Client must log into the Commercial Internet Banking Service to utilize the Positive Pay Service described herein.

4.1.2 Check Issue File. A "Check Issue File" (referenced sometimes herein as the "File") is a file issued by Client to the Bank which provides a list of all outstanding checks issued by Client against the Designated Accounts which were not previously listed on a Check Issue File. If Client has selected the "Payee Positive Pay" service in the Enrollment Form, Client shall also provide the name of the Payee on the Item in the Issue File. The File transmitted to Bank shall constitute the signature of Client for purposes of determining whether a Presented Check is properly payable. "Presented

Check” means a check drawn on a Designated Account and presented to Bank for payment. By transmitting the File, Client expressly warrants that all Presented Checks that match the information in the File are properly payable. The File must accurately state the check number, issue date, and exact dollar amount on each check drawn on the Designated Accounts. Client may upload Files to Bank’s system on a monthly, weekly, daily and/or hourly basis. Before beginning the Positive Pay Service and providing its first File, Client must provide Bank a list of all outstanding checks on the Designated Accounts. If Client has selected Payee Positive Pay, Client shall also include the payee name in the File. As noted herein, any Presented Check that does not appear in a File received by Bank or that is not manually uploaded by Client, shall appear in the Check Exceptions. In order to avoid having a large number of items in the Check Exceptions, due to checks being presented before Bank has had an opportunity to match them to the uploaded checks, Client should upload the File or checks to Bank’s system no later than the cut-off time (“**Cut-Off Time**”) designated in Enrollment Form on one (1) Business Day before a check is delivered to the payee.

In the event of system failure, either that of Client or of the Bank, and the File cannot be or is not received by the Bank for any reason or the Bank cannot process the file for any reason, the File shall be considered as not received, even if the Bank has possession of the File. The Bank shall have no responsibility for a File that is not received and all checks presented on a Designated Account for which no File is received will be listed on the Check Exceptions as provided below.

4.1.3 Software. Client is not required to have any type of accounting software to utilize the Positive Pay Service, because Client also has the ability to manually upload outstanding checks via the Commercial Internet Banking Service. Client may upload a file to Bank’s system using a spreadsheet format that meets the requirements of Bank that may be established from time to time. Bank shall have the right to reject any file that is presented in a format that cannot be uploaded by Client or processed by Bank. If you do have software that will create a Positive Pay file, our system may be customized to fit your software formatting requirements. If you are going to use software to upload a Positive Pay file to our system, you must send us a test file at least five (5) business days before activating this service. This will allow us to test compatibility of your software file format.

4.1.4 Printed Check requirement. If you order or print checks from any check-printing vendor other than the Bank’s approved vendors, you agree to ensure the MICR encoding ink is of high quality. Not using high quality MICR ink could result in a large number of Positive Pay violations and additional costs to you.

4.1.5 Payment of Presented Items and Reporting of Exception Issues. Bank shall compare each Presented Check (other than checks not covered as discussed in subsection 4.1.8) to the checks identified in the File received by the Bank from the Client. Unless Client has selected the Payee Positive Pay Service in the Enrollment Form, Bank will not review or attempt to match the payee on the check even if Client has provided Bank with the payee information. Unless Client has selected Payee Positive Pay Service, Bank is directed otherwise and agrees, Client has sole responsibility for matching the payee on the checks identified by Client in the File. If Client has selected Payee Positive Pay, it is your responsibility to work and clear your Positive Pay exceptions daily by the deadline for decisions each Business Day. A “**Matched Check**” is a Presented Check that matches a check identified in the File by check number, issue date, and exact dollar amount. If Client has selected Payee Positive Pay, Client shall also include the payee name in the File. The Bank may debit and charge this fee to the Designated Account.

The Bank shall provide to Client, via the Commercial Internet Banking Service, a list of any Presented Checks on the Designated Accounts (other than checks not covered as discussed in subsection 4.1.8), that do not exactly match (per the criteria identified above) the checks identified in the file (“**Exception Check**”) in a form entitled “**Check Exceptions**.” Generally, the Bank makes Check Exceptions available to Client by 8:00 a.m. through the Commercial Internet Banking each Business Day. Client may request Bank to set up an Alert and Bank will send an Alert via email, text message, or through the Commercial Internet Banking Service when the Check Exceptions form is available. The Client must log into the Commercial Internet Banking Service to review the Check Exceptions. Client must log into the Commercial Internet Banking Service to review and decision the Check Exceptions no later than the deadline for decisions each Business Day.

4.1.6 Pay Request/Return Request.

4.1.6.1 Prior to the deadline for decisions each Business Day, a Positive Pay Contact (defined below) of Client will either confirm the validity of the Exception Item and request the Bank to pay the Item (“**Pay Request**”) (in which case Bank will pay the Exception Item provided Client responds within the time specified below), or will instruct Bank to dishonor (return) the Exception Item (“**Return Request**”). Bank may rely upon instructions received from any one Positive Pay Contact. Bank is not required to obtain approval or confirmation from Client, from any Administrator or from any other Positive Pay Contact. Client agrees that a Positive Pay Contact will respond to Bank concerning each Exception Item using the electronic service by the deadline for decisions each Business Day (“**Positive Pay Cut-Off**”) on the same business day that Bank notifies Client of the Exception Item. Client agrees to pay Bank the Exception Item’s fee, plus interest if applicable, for each Exception Item presented to Bank. Notwithstanding the provisions contained in this Section 4.1.6, Bank may return (without providing Client notification prior to such return) each Exception Item that is personally presented by an individual to Bank for payment.

4.1.6.2 Client shall designate Authorized Users who are authorized to instruct Bank concerning the disposition of Exception Items (“**Positive Pay Contacts**”). Any Administrator may, from time to time, add or delete Positive Pay Contacts or change contact information by providing Bank a revised list. No such change in Positive Pay Contacts or contact information shall be effective until Bank receives the revised list and has a reasonable period of time to act thereon. Bank shall not be responsible for any claims, liabilities, losses, damages, costs or expense resulting from, or relating to, Bank’s payment or return of a Presented Check, or Bank’s other action or inaction, that is based upon: (i) an Unauthorized Person’s instructions to pay or return an Exception Item or other instructions; (ii) an Unauthorized Person’s failure to respond to Bank’s notification concerning an Exception Item; or (iii) an Unauthorized Person’s revision to the list of Positive Pay Contacts. “**Unauthorized Person**” means any person included in the Positive Pay Contacts list that is, however, not authorized to act on Client’s behalf, whose name remains on the list because of an Administrator’s failure to update the list or because of other Client error.

4.1.6.3 Each Matched Check or check within the Check Exceptions which Client authorizes Bank to pay in accordance with this Service will be paid without Bank performing its customary (or any other) check verification procedures. Bank will have no liability whatsoever for paying such Matched Check or Client authorized check even if its serial number or amount is altered, or even if it is a counterfeit, bears a forged or unauthorized signature or was otherwise not validly issued. Client acknowledges and agrees

that each Presented Check which Bank pays in accordance with this Section will be conclusively deemed to be properly payable. Subject to subsections 4.1.8 and 4.1.9, Bank shall not pay any Presented Check for which Bank has received from Client a "stop payment" order request consistent with the Terms and Conditions agreement between the parties governing the Designated Accounts. Client agrees and understands that the Positive Pay Service applies only to MICR encoded paper checks and documents. Therefore, the Positive Pay Services and this Section shall not apply to any electronic funds transfer ("EFT"), ACH transaction, or check that has been converted to an ACH transaction that does not contain a serial number. Accordingly, this Section shall have no effect with respect to any such transactions on Bank's or Client's respective rights, obligations, duties or responsibilities under any other agreement between the parties or applicable law or regulation.

4.1.7 Default Decision. THE FAILURE OF CLIENT TO COMMUNICATE EITHER A PAY REQUEST OR RETURN REQUEST AS TO THE CHECKS WHICH ARE ITEMIZED AS CHECK EXCEPTIONS, OR THE FAILURE OF BANK TO RECEIVE ANY SUCH PAY OR RETURN REQUEST FROM THE CLIENT, SHALL BE CONCLUSIVELY DETERMINED TO BE A PAY OR RETURN REQUEST BY DEFAULT AS INSTRUCTED BY CLIENT IN THE ENROLLMENT FORM. BANK SHALL NOT BE LIABLE TO CLIENT FOR PAYING OR RETURNING SUCH CHECK EXCEPTIONS AND SHALL HAVE NO LIABILITY TO CLIENT FOR SUCH PAID OR RETURNED CHECKS. TO THE EXTENT CLIENT FAILS TO SELECT A DEFAULT DECISION IN THE ENROLLMENT FORM, CLIENT ACKNOWLEDGES AND AGREES THAT BANK WILL PAY THE ITEM.

4.1.8 Checks Not Covered. This Positive Pay Service does not cover a Presented Check which the Bank has already cashed, negotiated or paid or which the Bank is already committed to honor or pay under applicable laws, regulations or rules governing such items. All transactions presented to Bank for immediate payment, such as Presented Checks presented over the counter (i.e. at a teller window or drive through) to be cashed or paid, will not be matched to the File or sent as an Exception Check prior to payment of such checks. Notwithstanding any other provision of this Section, Client authorizes Bank to return the Presented Check, which fits the criteria in the preceding paragraph. Additionally, Bank shall have no obligation to notify Client of any such Presented Check.

4.1.9 Teller Positive Pay. If Teller Positive Pay is offered by the Bank, Items presented to us for immediate payment (cashing a check at the Bank) not matching your File will be treated as an Exception and the Bank will either (a) return or refuse to pay the Item or (b) contact Client's Authorized Representative designated in the Enrollment Form. If we cannot reach an Authorized Representative regarding an Item presented to us for immediate payment, we will return or refuse to pay the item.

4.1.10 Bank Discretion to Require Use of Reverse Positive Pay. Bank may at its discretion require Client to enroll in reverse positive pay. "Reverse Positive Pay" is a verification system which does not require a Client to provide a Check Issue File to Bank. Instead, Bank will submit all Check items to Client for a pay/return decision (the "Reverse Positive Pay File"). Client shall review and decide to pay or return all items daily prior to the Positive Pay Cut-Off. If Client fails to review and decision Exception Items by the Positive Pay Cut-Off, Bank will pay each Exception Item and Client agrees that Bank shall have no liability to Client for paying or returning such Exception Items. Under Reverse Positive Pay, the term "Exception Check" or "Exception Item" means only items that are duplicate or stopped, but all items will be presented to Client for decision. Reverse Positive Pay is not available for Checks presented over-the-counter; these Checks will be cashed or deposited in accordance with Bank's standard teller procedures, and Client cannot make a pay/return decision on over-the-counter checks presented to Bank.

4.2 The ACH Positive Pay Service.

4.2.1 Description of the Service. Subject to the terms and conditions of this Master Agreement, Bank shall provide the ACH Block/Filter Service to Client, which allows Client to authorize or block Automated Clearing House ("ACH") transfers to or from Client's deposit accounts at Bank. As used herein, "ACH Transaction(s)" shall refer to certain electronic funds transfers which settle within a Bank or between Banks according to specified rules and procedures governed by the Federal Reserve Bank and Nacha. "Debit Entry" shall refer to any ACH Transaction, which has the intended result of removing funds from Client's demand deposit account(s) or savings account(s). "Credit Entry" shall refer to any ACH Transaction, which has the intended effect of depositing funds to Client's demand deposit account(s) or savings account(s). Client acknowledges and agrees by instructing Bank to block designated ACH Entries, Bank shall dishonor and return all such blocked ACH Entries.

4.2.2 Notification Condition. Client may select the conditions for ACH Transactions under which a notification will be emailed to Client ("Notification Condition"). The Notification Condition options currently available are listed in Commercial Internet Banking. The Notification Condition options may be changed from time to time and such changes will be made available to Client through Commercial Internet Banking. The Notification Condition option may be selected to be applicable to all Accounts, or Client may select and designate different Notification Condition options for different Accounts. Client agrees to follow the instructions in Commercial Internet Banking to select the Notification Condition option and to provide information to Bank about an ACH Debit Transaction that is required by the Notification Condition. Based on the Notification Condition option selected by Client, Bank shall send an email notifying Client that an ACH Debit Transaction meeting the Notification Condition has been presented for payment. Bank recommends that Client select the Notification Condition option "Notify for all ACH Debits." This option provides Client with the opportunity to receive a notification on each day on which ACH Debit Transactions are presented and the opportunity to review all such ACH Debit Transactions that are presented for payment. Without regard to the Notification Condition selected by Client, all ACH Debit Transactions presented for payment shall be available for review in Commercial Internet Banking by 8:00 a.m. Prior to 10:30 a.m., if ACH Debit Transactions have posted to the Account(s) and based on the Notification Condition selected by Client, Bank shall send an email to Client alerting Client to the fact that ACH Debit Transactions have posted to the Account(s).

4.2.3 Transmitting and Processing Instructions. Client, or its authorized representative or agent, shall provide Operating Instructions for the ACH Block/Filter service to Bank through Commercial Internet Banking. Amendments of the Operating Instructions shall be made through Commercial Internet Banking or such method and in such format as Bank shall specify. Bank shall process Operating Instructions received from Client in accordance with the procedures and requirements set forth herein. Bank shall be allowed a reasonable period of time in which to process the Operating Instructions following their receipt from Client. Bank shall not be obligated to process Operating Instructions unless all of Bank's specified requirements and conditions have first been satisfied or waived by Bank, in its sole and absolute discretion.

4.2.4 Excluded SEC Codes. Client acknowledges, Bank may exclude certain ACH Standard Entry Class (SEC) Codes from use with the Service (“**Excluded Entries**”) by giving written notice to Client. ACH Entries which are Excluded Entries will not be presented as exceptions through the Service, however, the Bank may attempt to contact the Client whenever Excluded Entries are received for a decision.

4.2.5 Form of Instructions. Instructions may include any one or more of the following actions:

- a) Client may block all ACH Debit and/or Credit Entries on its Account(s) for a specified period of time.
- b) Client may authorize specified ACH Debit and/or Credit Entries to post against its Account(s) and block all others.
- c) Client may block all ACH Debit to its Account(s) (i) greater than a specified amount, (ii) specified Company ID(s), and/or (iii) specified SEC Codes.
- d) Client may authorize specified ACH Debit to post on a single or recurring occasion.

When authorizing a particular transaction, Client is solely responsible to add a payment rule to allow transactions in the future.

4.3 Provisions Applicable to All Fraud Prevention Services.

4.3.1 Errors. The Bank is not responsible for detecting any Client error contained in any File, Pay Request or Return Request communicated by the Client to the Bank or for any File, Pay Request or Return Request not timely received by Bank via Commercial Internet Banking.

4.3.2 Predetermined Decisions. Client may elect to designate in the Enrollment Form certain companies for which Client makes predetermined decisions to either pay (Approved List) or automatically return (Stop Payment List). If Client elects to utilize Predetermined Decisions, then Client agrees to indemnify and hold Bank harmless for any payments made or returned as a result of Client’s use of Predetermined Decisions.

4.3.3 Stop Payment and Return Decisions. The Fraud Prevention Services will not be used as a substitute for Bank’s stop payment service. Client will follow Bank’s standard stop payment procedures if it desires to return a Matched Check or other check that was validly issued. Nothing in this Section will limit Client’s right to stop payment on any Matched Check or other check or Bank’s right to return any Matched Check or other check that Client has authorized Bank to pay in accordance with this Section if Bank determines in its sole discretion that the check is not properly payable for any reason (without Bank’s agreeing to, or being required to, make such determination in any circumstance) or that there are insufficient collected and available funds in the Account to pay it.

4.3.4 Communication. The Client is solely responsible for providing accurate electronic addresses for communication in connection with transactions contemplated in this Section and for all security of Client’s systems and devices used to access Commercial Internet Banking.

4.3.5 Failure to Enroll in Service is Rejection of Security Procedure. Fraud Prevention Services are intended to help identify and limit fraud or other unauthorized transactions against your account and you agree that such Service(s) are a commercially reasonable Security Procedure offered by the Bank. To the extent you refuse these Services or fail to select such Service in the Enrollment Form, you agree to indemnify and hold the Bank harmless for any fraudulent or unauthorized transactions, which could have been prevented or mitigated by your use of the Service offered. You understand and acknowledge that the pricing and requirements of the Service have been provided to you through the Schedule of Fees, Enrollment Form and/or Operating Instructions.

4.3.6 Limitation of Liability.

4.3.6.1 Wrongful Dishonor. Bank’s liability to Client for any Presented Check erroneously paid by Bank in breach of this Section (“**Bank’s Wrongful Honor**”) shall be limited to the lesser of the amount of the wrongfully paid Presented Check or Client’s actual damages resulting from Bank’s payment of the Presented Check. Bank retains the right to assert the defense that Client has sustained no actual damages because Bank’s Wrongful Honor discharged for value an indebtedness of Client. Bank also retains the right to assert Client’s failure to exercise reasonable promptness or ordinary care under the UCC. Nothing herein shall constitute a waiver or limitation of the rights of Bank under the UCC. Bank’s liability for wrongful dishonor of a Presented Check shall be limited to the damages for wrongful dishonor recoverable under UCC Articles 3 and 4; provided, however, that Bank shall have no liability to Client for wrongful dishonor when Bank, acting in good faith, returns a Presented Check: (i) that it reasonably believed was not properly payable; or (ii) if required to do so by the service of legal process on Bank or the instructions of regulatory or government authorities or courts. Client agrees that Bank exercises ordinary care whenever it pays or returns a Presented Check consistent with the provisions of this Section.

4.3.6.2 Loss Recovery Efforts. The Client agrees to cooperate with Bank in any loss recovery efforts the Bank undertakes to reduce any loss or liability that arises in connection with the Positive Pay Service. The Client acknowledges that the fees of Bank for the Positive Pay Service, have been established in contemplation of: (a) these limitations on our liability, (b) the responsibility of the Client to review statements and activity made available through Commercial Internet Banking, confirmations, and notifications promptly and to notify Bank immediately of any discrepancies or problems, and (c) the responsibility of the Client to assist Bank in any loss recovery effort.

4.3.6.3 Hold Harmless. Client shall accept liability to any party and indemnify and hold the Bank harmless for any damages, losses, fines, fees, taxes, legal expenses, or actions at law arising from the return (dishonor) of any Presented Check or ACH Debit Transaction if such return resulted from the correct application of any Pay or Return Request of Client.

4.3.6.4 Properly Payable Debit. Any Presented Check or ACH Debit Transaction that is paid in accordance with the Service shall conclusively be considered properly payable and Client agrees that Bank shall have no liability to Client for paying Presented Checks or ACH Debit Transactions in accordance with the Service.

4.3.6.5 Dispute over Return of ACH Debit Entry. Client acknowledges the return of an ACH Debit Entry is subject to dispute on the part of the Sender. In the event of such a dispute the Bank must act according to applicable laws, regulations, and the Rules. Client hereby indemnifies and holds Bank, its officers, directors, shareholders, agents, employees, and affiliates, and their respective officers, directors, agents and employees, harmless from and against any and all losses, costs, suits, damages, claims, liabilities and expenses (including reasonable attorneys’ fees) arising from or related in any way to the use of the Service by Client.

4.3.6.6 Identification of ACH Transactions to Block. Client and Bank acknowledge ACH transactions are originated according to certain processing Rules, which require the use of an Originator Name and Originator Identification Number embedded in the transaction to identify its source, and this embedded data is a critical component of Bank's ability to monitor for transactions which Client desires to block. Bank shall act in good faith to process Client's Operating Instructions. However, if the identifying information in the transaction is inconsistent or is described inconsistently by Client in Operating Instructions, Bank shall be held harmless for posting an ACH transaction to Client's account and any dispute related to such a transaction shall be between Client and the Originator of the transaction.

4.3.6.7 Examination of Account Statements and Daily Activity; Default Decisions. Client is responsible for viewing exception items each Business Day to pay or return exception Items. An Item is an exception when it is not added by Client in the ACH Positive Pay system. Client shall make a decision to pay or return the Item by the cut-off time designated in the Enrollment Form ("**Cut-Off Time**"). If no decision is applied by Client, the default decision selected by Client on the Enrollment Form will be applied. Nothing in this Master Agreement shall be construed as relieving Client of its normal due diligence responsibilities regarding the examination of individual ACH Debit Transactions on a daily basis through Commercial Internet Banking and periodic account statements to detect exceptions outside the scope of the Service provided to Client hereunder. Bank shall not be liable for any loss arising from Client's failure to exercise due diligence.

4.3.7 Security Procedures. Without limitation on the security precautions or procedures set forth in Section 1 pertaining to Commercial Internet Banking, the Client agrees:

4.3.7.1 In its sole and absolute discretion Bank may elect to specify security procedures which relate to the Fraud Prevention Services and Commercial Internet Banking. When such procedures are specified, Client agrees that the purpose of the security procedures is to verify the authenticity of any Pay Request and Return Request submitted to Bank by Client. Client's continued use of the Fraud Prevention Services following receipt of any security procedure specifications from Bank constitutes Client's acceptance of such security procedure, Client's acknowledgement that such security procedures are commercially reasonable, and Client's agreement that all Pay Request and Return Request communicated by Client hereunder will comply with such security procedures.

4.3.7.2 Client agrees to establish and maintain internal procedures to adequately safeguard against unauthorized Pay Request and Return Request and to limit access to the Fraud Prevention Services procedures to only those individuals whom Client has authorized to act on its behalf with respect to this Service, and shall otherwise comply with the procedures and security precautions set forth herein pertaining to Commercial Internet Banking. Any Pay Request or Return Request (including a request for cancellation, amendment, or reversal of any such request or instruction) or other communication received by Bank that purports to have been submitted or authorized by Client in accordance with this Section and/or Section 1 (Commercial Internet Banking) pertaining to Commercial Internet Banking, with the user name, password, or other identification codes designated by Client shall be effective and binding upon Client even if such request or instruction was not in fact authorized by Client, provided Bank has acted in good faith.

4.3.7.3 If Client believes the security procedures have been compromised or that confidential information regarding the use of the Fraud Prevention Services has become known to any individual who might initiate unauthorized Pay Requests, Return Requests or ACH Debit Transactions, Client agrees to promptly notify Bank to initiate such corrective action as might be necessary to prevent unauthorized access to the Fraud Prevention Services.

SECTION FIVE: REMOTE DEPOSIT CAPTURE SERVICES

This Section governs Client's use of the Remote Deposit Capture Services. Bank, in its sole discretion, may not permit Client to use the Service until Bank has determined that Client has accepted or executed the applicable documentation and otherwise provided appropriate information and specifications for the use of the Service, and until Bank has had a reasonable opportunity to receive and review for proper execution by an authorized signatory and activate the Service Section. In any event, Client agrees that the use by Client of any Service Section shall, without any further action or execution or acceptance of any documentation on the part of Client, constitute Client's acceptance of and agreement to Bank's terms and conditions for the use of such Service Section as may be in effect as of the time of such usage, whether set forth in this Master Agreement or otherwise prescribed by Bank. Bank offers the Service under this Service Section only in association with one or more deposit accounts maintained by Client at Bank.

5.1 General Description of Remote Deposit Capture Service. Subject to the terms, provisions and conditions of this Master Agreement, Bank shall provide the Service to Client, which allows Client to make deposits to Client's deposit accounts listed on the Enrollment Form and made a part hereof (each such deposit account an "**Account**" and, collectively, the "**Accounts**") from Client's office by scanning checks on a desktop scanner and delivering the images and information required hereby to Bank or Bank's designated processor (a "**Processor**"). The terms Bank and Processor may be used interchangeably when used in relation to any services performed by a Processor on behalf of Bank including, but not limited to, the receipt and processing of images and check data and any notices related thereto. The scanner must capture an image of the front and back of each Check (as herein defined) to be deposited (each an "**Image**" and, if more than one, "**Images**"), must read and capture the MICR line on each check and must read and capture all such other data and information as is required by this Master Agreement. After capture of the Images, the MICR line on each check and all other required data and information from each check, Client will transmit one or more files containing the Images, the MICR line from each check and all other required data and information from or pertaining to all checks and all batched ACH (as herein defined) data and other required information (each such file a "**File**" and, if more than one, "**Files**") to Bank or Processor via the Internet. Client will not initiate an electronic check entry with respect to any Client of Client without first being in possession of a proper check, which is made payable to Client. Subject to compliance with the terms, provisions and conditions of, and as provided in, this Master Agreement, Bank will provisionally credit the Account or Accounts designated by Client for the amount of the deposit(s) to which the File(s) pertains on the day of receipt of the File(s) and enter the images of the checks into the collection process, in accordance with the provisions of the Account Agreement and this Service Section. If permitted by the Bank in writing, in addition,

or as an alternative to transmitting images of checks, Client may use the desktop scanner to initiate electronic signals for paperless debit entries through Bank to accounts maintained either at Bank or in other depository financial institutions by means of the ACH. Client and Bank agree that Bank may, in its sole discretion, convert the Images to ACH entries on Client's behalf. Client hereby appoints Bank as Client's agent for the specific purpose of making the determination and decision to convert the Images to ACH entries. Client and Bank agree that Client shall be and remain the Originator and Bank shall be the ODFI, as those terms are defined in the NACHA Rules. Client understands and agrees that Client must execute, and Bank must approve and accept, Bank's then current agreement pertaining to the provision of ACH services (such agreement the "**ACH Agreement**") before initiating ACH debit entries. Client shall receive credit for ACH debit entries in accordance with the terms of the ACH Agreement. Client acknowledges and agrees that Bank may discontinue, and/or change the terms of the Service or any related content, features, products or services associated therewith, at any time without notice or liability to Client or any third party. Client hereby agrees that Bank shall be the exclusive provider of the Service provided in accordance with this Service Section and that Client will not use the same or similar services of any other party.

5.2 Hardware and Software. Client is solely responsible for the payment of any and all costs and expenses associated with meeting and maintaining all technical requirements and additional items necessary for the proper use of the Service. If Client provides the Scanner, Client understands and agrees that it is solely responsible for the operation, maintenance and updating of all equipment, software and services used in connection with the Service and the cost thereof, and Client hereby agrees that it will perform, or cause to be performed, all vendor recommended maintenance, repairs, upgrades and replacements, and such performance shall be rendered by properly trained personnel, whether they are employees of Client or third-party employees. In connection with its use of the Service, Client shall only use hardware approved in advance by Bank and shall only use such software as is approved in advance by Bank. If requested by Client, Bank will assist Client in installing the equipment and software compatible with Bank's system and equipment and conducting an initial test of such equipment. If Client requests such assistance from Bank, Client agrees to pay Bank's standard hourly fee for Bank's employees performing those services for Client. The scope of the services to be provided will be set forth in a separate written document between Client and Bank. If requested by the Client, Bank may in its sole discretion choose to provide Client with the required scanner compatible with Bank's systems and equipment. Such equipment shall remain the property of Bank. Client agrees to configure equipment and software according to the requirements of Bank. Client agrees to use the equipment in a manner consistent with the terms of this Master Agreement. The Client is prohibited from utilizing the equipment provided hereunder in another fashion, manner, use or in conjunction with any other remote deposit processing service. Bank will provide a replacement scanner for any Bank owned scanners. The Client shall be responsible for any loss, theft, damage or destruction of the equipment from any cause until the equipment is returned to Bank. The equipment shall be returned to Bank within fifteen (15) days of termination of this Master Agreement in the condition as originally provided to the Client, except for only ordinary wear and tear. The Client shall reimburse Bank for any damage to the equipment caused by any abuse or misuse of the equipment by the Client. The Client shall pay to Bank the fee for such equipment set forth in this Master Agreement and any Schedules hereto.

5.3 Checks Deposited. Client hereby agrees that it will only scan and deposit a check(s) as that term is defined Reg. CC. Client agrees that the image of the check that is transmitted to Bank (each such check and other item a "**Check**" and, if more than one, "**Checks**") shall be deemed an "item" within the meaning of Article 4 of the UCC. Client further agrees that it will not remotely deposit any check or other item that: (a) is payable to any person or entity other than Client, (b) is drawn, or otherwise issued, by Client or any affiliate of Client on any account of Client or of such affiliate, (c) is in violation of any law, rule or regulation, (d) Client knows or suspects, or should know or suspect, is fraudulent or otherwise not authorized by the owner of the account on which the Check is drawn, (e) has not been previously endorsed by a bank and is either a "substitute check" (as defined in Reg. CC or other applicable federal law or regulation) or "image replacement document" that purports to be a substitute check, without Bank's prior written consent, (f) is drawn on a financial institution that is located outside of the United States or Territories of the United States, (g) is a Remotely Created Check, or (h) which is not acceptable to Bank for deposit into a deposit account as provided in the deposit agreement for your Account(s), which is incorporated herein by reference (Checks described in clauses (a) through (h) each a "**Prohibited Check**" and, collectively, "**Prohibited Checks**"). Client may be required to maintain a reserve ("**Settlement Reserve**") of an amount to be solely determined by the Bank. Client acknowledges and agrees that any Settlement Reserve will be deposited in a Bank account for exclusive use by the Bank for purposes of offsetting any of Client's obligations under this Master Agreement. Client grants the Bank a security interest in any Settlement Reserve to enable the Bank to enforce any obligation owed by Client under this Master Agreement without notice or demand to Client. Client's obligation to maintain a Settlement Reserve shall survive the termination of this Master Agreement, with such obligation lasting until all of Client's obligations under this Master Agreement have been fully offset.

5.4 Scanning of Checks and Transmission of Files.

5.4.1 Client shall properly install and use all Software and Hardware required by this Service Section or otherwise required for, or related to, the use of the Service. Client shall (a) endorse each Check to be deposited, either manually or through the Bank's virtual endorsement option, (b) scan the front and back of each Check to be deposited and thereby capture the image of the front and back of each Check and capture the MICR encoding on, and any other required data from, each Check and (c) transmit the File containing the images of the MICR line from and all other required data and information from or pertaining to such Checks, and all batched ACH data and other information, to Bank or its Processor in accordance with the Operating Instructions. Prior to your initial use of the Service, the Bank will provide you with one or more Access Codes, which you must use to access the Service. Your Access Codes are personal and confidential to you and/or persons designated by you to use the Service ("**Designated Users**"). The use of Access Codes with the Service is a security method by which we are helping you to maintain the security of your Account(s). You agree to develop adequate internal procedures to prevent disclosures of such information. **You are responsible for the unauthorized use and/or misuse of the Service by any person using your Access Codes or your Designated User's Access Codes. You agree to take all reasonable precautions to avoid others learning or obtaining your Access Codes.**

5.4.2 The Bank is not responsible for any breach of security caused by your failure to maintain the confidentiality of Access Codes. You agree to notify the Bank immediately by telephone and speak directly with one of our representatives (a voicemail message or e-mail is not sufficient notice) in the event of loss or theft of Access Codes, or if you believe the confidentiality of Access Codes may be or has been compromised in any way,

or in the event you learn about a possible or actual use of the Service by an individual who is not a Designated User. We will have a reasonable period of time after receipt of such notice to act on it. Bank hereby reserves the right to revoke your Access Codes at any time, and without prior notice to you or any Designated User, in the event the Bank believes that there is a threat to the security of the Service or any proprietary and/or confidential Bank information. We will not assign new credentials until the affected computer(s) has been examined by a reputable third party service provider acceptable to us to insure that there are no viruses, spyware, malware, worms and/or message or transfer interception software present. You also hereby agree not to attempt, in any way, to manipulate, change or alter the Service.

5.4.3 All uses of the Services Access Codes shall be deemed to be authorized by and binding on you. You assume the entire risk for unauthorized use of your Access Codes and any unencrypted electronic transmissions. We assume no responsibility to discover or report to you any possible breach of security or unauthorized disclosure of Access Codes. You acknowledge and agree that we have employed commercially reasonable security measures to protect the integrity of data you transmit to us over the internet and to protect against unauthorized access to your Account(s) ("**Security Procedures**"). You agree that any interception of data that occurs notwithstanding the security measures is beyond our control and we are not responsible for any such interception. You also agree that if we abide by the Security Procedures applicable to your Account(s), you are liable for any losses that occur through unauthorized use of your Account(s), unless otherwise expressly required by law. Any physical access to your computer obtained by any person will be deemed authorized use and authorized access resulting in an authorized transaction. These rules supersede any contrary statements in any other agreement or disclosure including, without limitation, any disclosure received from us in connection with your deposit Account(s).

5.4.4 To ensure accuracy, Client shall balance the dollar amount of each deposit to the sum of the Checks prior to transmitting the File. Client may send multiple Files to Bank or Processor throughout the day, not to exceed the number of Files specified in the Operating Instructions. The total dollar value of the Files sent by Client to Bank on any day shall not exceed the dollar amount specified on the Enrollment Form (the "**Deposit Limit**"). If the total dollar value of the Files sent by Client to Bank on any day exceeds the Deposit Limit, Bank may, at its option, refuse to accept the File that exceeds the Deposit Limit, or Bank may accept and process the File. Client agrees not to exceed the Deposit Limit. To be eligible for processing on the day transmitted, Files must be received by Bank no later than the cut-off time specified on the Enrollment Form (the "**Cut-Off Time**"). A File is considered received by Bank when a complete copy of such File has been written on a Bank electronic storage device in conformity with Bank's technical and operational requirements. To meet the Cut-Off Time, the entire File must be received by Bank prior to the Cut-Off Time, and the File must successfully pass the edits for conformity with the technical requirements. For purposes of determining when a File has been delivered and received, Bank's records shall be determinative. A File which is not balanced or which is received after the Cut-Off Time shall be deemed to have been received on the Business Day following the Business Day on which the File is actually received by Bank. Bank reserves the right to change the number of Files that may be transmitted in a day, the Deposit Limit and the Cut-Off Time. All such changes shall be effective immediately and may be implemented prior to Client's receipt of notice thereof. Client may contact Bank at any time to verify the current number of Files that may be transmitted in a day, the Deposit Limit and the Cut-Off Time.

5.5 Maintenance and Destruction of Original Check. Client shall stamp the original Check "ELECTRONICALLY PROCESSED" before or during the process of scanning the Check in accordance with Section 5.4 of this Master Agreement. Client shall securely store all original Checks for a period of forty-five (45) days after Client has received notice from Bank that the File containing the images of such Checks has been accepted (such period the "**Retention Period**"). During the Retention Period, Client shall take appropriate security measures to ensure that: (a) only authorized personnel shall have access to original Checks, (b) the information contained on such Checks shall not be disclosed, (c) such Checks will not be duplicated or scanned more than one time and (d) such Checks will not be deposited or negotiated in any form. Client shall also implement proper security procedures and internal controls to ensure the confidentiality of any information that is considered to be confidential personal information that is retained by Client. Client shall destroy original Checks upon the expiration of the Retention Period applicable to such Checks. Client will use commercially reasonable methods of destruction approved by Bank to destroy original Checks after expiration of the Retention Period. Client will promptly (but in all events within 5 business days) provide any retained Check (or, if the Check is no longer in existence, a sufficient copy of the front and back of the Check) to Bank as requested to aid in the clearing and collection process or to resolve claims by third parties with respect to any Check.

5.6 Image and MICR Quality. Each File transmitted by Client to Bank shall contain Images of the front and the back of the Checks scanned and remotely deposited by Client. Each Image of each Check shall be of such quality that the following information can clearly be read and understood by sight review of such Image: (a) the amount of the Check; (b) the payee of the Check; (c) the signature of the drawer of the Check; (d) the date of the Check; (e) the Check number; (f) the information identifying the drawer and the paying bank that is preprinted on the Check, including the MICR line; and (g) all other information placed on the Check prior to the time an image of the Check is captured, such as any required identification written on the front of the Check and any endorsements applied to the back of the Check. Each Image shall also meet all standards for image quality established by the American National Standards Institute ("**ANSI**"), the Board of Governors of the Federal Reserve or any other regulatory agency, clearing house or association. Client shall also capture and transmit to Bank the full-field MICR encoding on each Check. Client shall ensure that the following information is captured from the MICR line of each Check: (a) the American Bankers Association routing transit number ("**RTN**"); (b) the number of the account on which the Check is drawn; (c) when encoded, the amount of the Check; and (d) when encoded, the serial number and the process control field of the Check.

5.7 Receipt of File. Client agrees that Client shall be solely liable for, and Bank shall not have any liability whatsoever to Client for, any File or the Images or other information contained therein that are not received by Bank or for any File or the Images or other information contained therein that are intercepted or altered by an unauthorized third party. Client agrees that Bank has no obligation to accept a File and, therefore, may reject any File or the Images or other information contained therein submitted by Client. Bank has no obligation to notify Client of the rejection of a File or the Images or other information contained therein. Bank shall have no liability to Client for the rejection of a File or the Images or other information contained therein or for the failure to notify Client of such rejection. Upon receipt of a File submitted by Client, Bank may examine such File and the Images and other information contained therein to ensure that Client has complied with this Service Section and followed the instructions provided to

Client by Bank. Client acknowledges, however, that Bank uses various software and automated means for processing Files. Client acknowledges and agrees that Bank has no duty to inspect Files or Images to ensure Client's compliance with the requirements of this Master Agreement, including any representations and warranties made by Client for each File and/or Image. If Bank determines that Client has not complied with this Master Agreement or followed the instructions or if errors exist in the Images or other information contained in the File, Bank, in its sole discretion, may either reject the File or elect to correct the error and accept and process the corrected File (a **"Corrected File"**). As a form of correction, Bank may credit Client's Account for the full amount of the deposit and make any necessary adjustments to the Account to correct the error. Bank may, at its option, also perform a risk management analysis of one or more Files submitted by Client to detect potentially fraudulent Checks, and, in its sole discretion, Bank may reject any such File or the Images or other information contained therein. If after examination of a File and the Images and other information contained therein, Bank determines that Client has complied with this Master Agreement, the File is balanced and the Images meet the requirements of Section 5.6 of this Service Section, then Bank shall accept the File (an **"Accepted File"**) for deposit to Client's Account. Upon acceptance of the File, Bank shall electronically notify Client of receipt and acceptance of the Accepted File for deposit. Notwithstanding the fact that Bank has accepted a File for deposit, any credit made to Client's Account shall be provisional, and Client shall remain liable to Bank for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against, Bank.

5.8 Provisional Credit and Availability of Funds. Upon acceptance of the File, Bank shall grant Client's Account Provisional Credit (as herein defined) for the total amount of the Corrected File or the Accepted File, as applicable. As used herein, "Provisional Credit" means that the credit is made to Client's Account subject to final payment of the Checks and subject to the terms of the Deposit Agreement. For the purpose of determining availability of funds, Bank may hold funds for the period of time permitted by Bank's Funds Availability Disclosure.

5.9 Collection of Checks. Bank, in its sole discretion, shall determine the manner in which Images shall be presented for payment to the drawee bank. Bank, in its sole discretion, shall select the clearing agents used to collect and present the Images, and Bank's selection of the clearing agents shall be considered to have been designated by Client. Bank shall not be liable for the negligence of any clearing agent. Collection of Checks is also subject to the Rules and the terms of the deposit agreement for your Account(s).

5.10 Contingency Plan. Client agrees that, in the event Client is not able to capture, balance, process, produce or transmit a File to Bank, or otherwise process a deposit, for any reason, including, but not limited to, communications, equipment or software outages, interruptions or failures, Client will transport the originals of all Checks to the closest office of Bank and deposit original Checks with Bank until such time that the outage, interruption or failure is identified and resolved. The deposit of original Checks at an office of Bank shall be governed by the terms and conditions of the deposit agreement for your Account(s) and not by the terms of this Master Agreement. Notwithstanding the foregoing, and to the extent applicable, Section 5.12 of this Master Agreement dealing with warranties shall apply to the deposit of original Checks.

5.11 Warranties. Client represents, warrants and covenants the following to Bank:

5.11.1 Checks Deposited. Client shall only deposit Checks that are authorized by this Master Agreement, and the deposit agreement for your Account(s);

5.11.2 Image Quality. Each Image transmitted by Client to Bank contains an accurate representation of the front and the back of each Check and complies with the requirements of this Service Section;

5.11.3 Accuracy of Information. All data and other information submitted by Client to Bank, including but not limited to data contained in the MICR line of each Check, is complete and accurate and complies with the requirements of this Service Section;

5.11.4 Business Purpose Only. Client is not a consumer, and the Service shall be used for business purposes only;

5.11.5 No Duplicates. Client will not: (i) create duplicate Images of the Checks, (ii) transmit a duplicate Image or File to Bank, or (iii) deposit or otherwise negotiate the original of any Check of which an Image was created. Client further warrants that no subsequent transferee, including but not limited to Bank, a collecting or returning bank, drawer, drawee, payee or endorser, will be asked to pay the original Item from which the Image(s) was created or a duplication (whether paper or electronic, including ACH entries) of the Item(s);

5.11.6 No Loss. No Subsequent transferees of the Item(s), including but not limited to Bank, a collecting or returning bank, drawer, drawee, payee or endorser, shall sustain a loss as the result of the fact that the Image was presented for payment or returned instead of the original Check;

5.11.7 Information. All information provided by Client to Bank is true, complete and accurate and properly reflects the business, financial condition and principal partners, owners or officers, of Client. Client is not engaged in, or affiliated with, any businesses, products or methods of selling other than those disclosed by Client to Bank;

5.11.8 Authority and Legality. (i) Client is authorized to enter into, and perform its obligations under, this Master Agreement; (ii) the person signing the Enrollment Form on behalf of Client is duly authorized to execute the Enrollment Form; (iii) this Service Section is valid and enforceable against Client in accordance with its terms; and (iv) the entry into, and performance of, this Service Section by Client will not violate any law, or conflict with any other agreement, to which Client is subject;

5.11.9 No Litigation. There is no action, suit or proceeding pending or, to Client's knowledge, threatened which, if decided adversely, would impair Client's ability to carry on its business substantially as now conducted or which would adversely affect Client's financial condition or operations.

5.11.10 Transactions. All Checks and business transactions of Client are, and will be, bona fide. All signatures on Checks are authentic and authorized.

5.11.11 Rule Compliance. Client conducts its business, and submits Checks and Files in compliance with this Master Agreement, applicable law and the Rules.

5.11.12 Computer Virus. No Files or Checks contain any computer viruses or other harmful, intrusive or invasive codes.

5.12 Returned Checks.

5.12.1 Chargeback of Returned Checks. If Images of Checks deposited by Client are dishonored or otherwise returned unpaid by the drawee bank, or are returned by a clearing agent for any reason, including, but not limited, to issues relating to the quality of the Image, Client understands and agrees that, since Client either maintains the original Check or has destroyed the original Check in accordance with Section 5.5 of this Service Section, the original Check will not be returned, and Bank may charge back an Image of the Check to Client's Account. Client understands and agrees that the Image may be in the form of an electronic or paper reproduction of the original Check or a substitute check. Unless otherwise instructed by Bank, Client agrees not to deposit the original Check if an Image or other debit as previously described is charged back to Client.

5.12.2 Special Instructions. Client may request that Bank re-present returned Images of Checks to the drawee or process returned Images of Checks according to instructions provided by Client to Bank (the "**Special Instructions**"). These Special Instructions may be given to Bank in a separate document in conjunction with or subsequent to the execution of the Enrollment Form. Bank shall not be bound by such Special Instructions until such time as Bank has agreed in writing to accept the Special Instructions. Notwithstanding the fact that Bank has agreed to accept the Special Instructions, Bank may, in its sole discretion, disregard the Special Instructions and charge the returned Check back to Client's Account to which the Checks were deposited. In the event that Client has requested that returned Images of Checks be re-presented, in no event will Bank re-present an Image of a Check or an ACH entry in excess of the limit established or permitted for the number of times that a Check or ACH entry may be re-presented by the Rules. Client may change or amend the Special Instructions by providing Bank a written request to change or amend the Special Instructions. Changes or amendments to the Special Instructions shall not become effective until acknowledged and accepted in writing by Bank. Client hereby agrees to pay Bank the fees for processing returned Checks and Special Instructions contained in Bank's then current schedule of fees for such services.

5.13 Errors or Discrepancies. Transaction confirmation is generally provided through Commercial Internet Banking and Client's periodic account statements issued by Bank pursuant to separate Account Agreement(s) between Bank and Client.

5.13.1 Client agrees to promptly examine Client's account statements, transaction activity through Commercial Internet Banking, and any other notices or confirmations provided by Bank with respect to Service transactions and to notify Bank immediately in the event of any errors or any discrepancies between Client's records and information received from Bank. Client also agrees to notify Bank immediately of any error or discrepancy Client may find in reviewing Client's Account information via the Internet.

5.13.2 Bank and Client agree that thirty (30) days from the date the transaction is made available through Commercial Internet Banking is a reasonable period of time for Client to notify Bank of errors and discrepancies (including, without limitation, unauthorized transactions), unless any other applicable administrative documents, operating rules, agreements or laws provide for a shorter notification period, in which case such shorter period shall apply, and if Client fails to notify Bank in writing of any error or discrepancy within fourteen (14) days, or within such shorter applicable period, after transmittal by Bank of the documentation reflecting such error or discrepancy, Client shall be precluded from asserting such error or discrepancy against Bank.

5.13.3 Client agrees to provide Bank with all information Bank reasonably requests in connection with investigating any error or discrepancy.

5.13.4 This Service Section does not modify error or discrepancy notification requirements that may be set forth in deposit agreements governing Client's Account(s) (including, without limitation, notification regarding checks paid without a properly authorized signature), except to the extent that any errors or discrepancies specifically relate to Service transactions.

5.14 Limits on Services. Bank, in its discretion, reserves the right to establish from time to time limitations and restrictions with respect to Service transaction amounts, frequency of Service transactions, the types of Accounts that are eligible for Services, and other matters relating to the Services based on Client's Account balances, the terms and provisions of other agreements in effect between Client and Bank with respect to specific transactions to be performed hereunder, applicable law, systems limitations, and other factors deemed significant by Bank in its sole discretion. Client agrees to abide by and be bound by all limitations and restrictions imposed from time to time by Bank.

5.15 Indemnification and Liability; Third Party Claims. Client hereby indemnifies Bank and each of its parents, subsidiaries and affiliates and their respective officers, directors, employees, members, partners, agents, insurers and attorneys (each an "**Indemnified Party**" and, collectively, the "**Indemnified Parties**") for, and holds each of the Indemnified Parties harmless from and against, all actions, causes of action, claims, damages, liabilities and expenses (including reasonable attorneys' fees) of any nature or kind (including those by third parties) arising out of, or related to, this Master Agreement, including all actions, causes of action, claims, damages, liabilities and expenses arising out of, related to or resulting from: (a) Client's (i) failure to report required changes, (ii) transmission of incorrect data to Bank (iii) failure to maintain compliance with the Rules, (iv) destruction of original Checks, (v) deposit of an electronic representation of a substitute check into an Account instead of an original Check, or (vi) deposit of a Prohibited Check (regardless of Bank's purported knowledge of such Prohibited Check); (b) Bank's (i) provision of the Service, or (ii) action or inaction in accordance with, or in reliance upon, any instructions or information received from any person reasonably believed by Bank to be an authorized representative of Client, (c) Client's breach of any of Client's warranties, representations and/or obligations under this Master Agreement or any other agreement between Client and Bank, including, but not limited to, the deposit agreement for your Account(s), and the terms of this paragraph shall survive the termination of this Master Agreement and/or (d) Client's breach or violation of any Rules; provided, however, Client is not obligated to indemnify Bank for any damages solely and proximately caused by Bank's gross negligence or willful misconduct.

5.16 Third Parties; Maintenance.

5.16.1 Service from Others. Client may be using special equipment, services or software provided by a Third Party to assist it in processing Checks and Files hereunder. Client (i) agrees that any Third Party is acting as Client's agent in the delivery of Checks and Files to Bank, and (ii) agrees to assume full responsibility and liability for any failure of that Third Party to comply with the Rules or this Master Agreement. Bank will not

be liable for any losses or additional costs incurred by Client as a result of any error by a Third Party or a malfunction of equipment provided by a Third Party. Client shall provide at least ten (10) days advance written notice to Bank in the event it uses any such Third Party. Client is solely responsible for maintaining compliance with the requirements of any Third Party, including obtaining any software updates. Bank shall not have any responsibility for any Check or File handled by a Third Party until that point in time when Bank accepts and approves a Check or File from such Third Party for processing.

5.16.2 Equipment Maintenance. If Client provides the equipment, Client shall be solely responsible for obtaining and properly maintaining its equipment and system requirements, its electrical services, and telephone system, including computer equipment, Internet connectivity, scanning terminals (unless contracted with Bank) and any other equipment or items necessary to use the Service. Bank shall not be liable to Client, in any manner whatsoever, for any type of errors, losses, damages or other claims related to Client's failure to do so.

SECTION SIX: INSTANT PAYMENT SERVICES

This Section governs Client's use of Instant Payment Services, including the FedNow Service and the RTP Service.

6.1 FedNow Service.

6.1.1 Description of Service. The FedNow Service allows Client to initiate domestic, final, irrevocable payments from its Account to other Persons in real time through a funds-transfer system owned and operated by the Federal Reserve Banks and governed by Regulation J, Subpart C and as set forth in this Section 6.1 (the "FedNow Service" or the "Service"). The FedNow Service does not include the Fedwire Funds Service. The Service is typically available 24 hours a day, 7 days a week, including weekends and state and federal holidays. The Service may, however, be unavailable from time to time, including due to scheduled or unscheduled maintenance. Payment Orders transmitted or entered by Client during periods of unavailability may be received by Bank but may not be processed until the Service is available. Bank may also suspend or terminate Client's access to the Service at any time, including if Bank determines that Client used the Service in a way that violates the Master Agreement. In addition, Bank may modify or discontinue the Service at any time.

6.1.2 Definitions Applicable to the FedNow Service.

6.1.2.1 "Beneficiary" has the same meaning as in Article 4A of the UCC, except that the term is limited to a beneficiary in a funds transfer that is sent through the FedNow Service.

6.1.2.2 "Beneficiary's bank" has the same meaning as in Article 4A of the UCC, except that: (1) the term is limited to a beneficiary's bank in a funds transfer that is sent through the FedNow Service; (2) a Federal Reserve Bank need not be identified in the Payment Order in order to be the beneficiary's bank; and (3) as otherwise defined in Regulation J, Subpart C.

6.1.2.3 "FedNow Payment(s)" shall mean a Payment Order sent or received, as applicable, through the FedNow Service. The term FedNow Payment shall be included in the definition of "Funds transfer" as set forth in the Agreement.

6.1.2.4 "Payment Order" shall have the same meaning as in Article 4A of the UCC, except that the term includes only instructions sent or received through the FedNow Service, and does not include automated clearing house transfers or any communication designated as not being a payment order in an Operating Circular issued by a Federal Reserve Bank under Regulation J, Subpart C.

6.1.2.5 "Person" means a natural person or a business, government, or nonprofit entity.

6.1.2.6 "Receiving bank" has the same meaning as in Article 4A of the UCC, except that the term is limited to a receiving bank in a funds transfer that is sent through the FedNow Service.

6.1.2.7 "Sender" has the same meaning as in Article 4A of the UCC, except that the term is limited to a sender in a funds transfer that is sent through the FedNow Service.

6.1.2.8 FedNow Transfer Day. The FedNow Service processes payments around the clock, every day of the year. However, for accounting and reporting purposes, the FedNow cycle date will differ from the calendar date for a period of time (from close until midnight), which generally has a closing time of 7:00:59 p.m. ET, but subject to extensions made by the Federal Reserve Board from time to time. Notwithstanding the foregoing, you agree that we may settle for any FedNow Payments on your Account on any day and at any time received by us.

6.1.2.9 Rules and Laws; Certain Defined Terms. In connection with your use of the Services, you will comply with all provisions of Subpart C of Regulation J (12 CFR § 210.40 - 47), Federal Reserve Board Operating Circular 8, as amended from time to time (the "Rules"), the rights and obligations of under Article 4A of the UCC, the Expedited Funds Availability Act (12 U.S.C. 4002(a)) and its implementing regulation, Regulation CC (12 CFR part 229), and to the extent applicable, the rights and obligations of Consumers and financial institutions under Regulation E of the CFPB (collectively, "Laws").

6.1.3 Initiating FedNow Payments. You authorize us to obtain payment for any Payment Order you initiate by debiting the amount of the Payment Order from your designated Account. Payment Orders shall be executed on the day received (regardless of the date contained in the Payment Order) subject to any restrictions or limitations set forth herein or under Laws. Accordingly, you agree not to issue a Payment Order through the FedNow Service that instructs us to execute the Payment Order or to pay the Beneficiary on a business day that is later than the funds-transfer business day on which we receive the Payment Order, unless we agree in writing with the sender to follow such instructions. You remain responsible for payment of a FedNow Payment even if we do not, for any reason, obtain payment by debiting that Account. Sending a FedNow Payment shall be limited solely to issuance electronically and through the Online System or a mobile device or such other methods set forth in the Operating Instructions. To send FedNow Payments, Client must also complete and execute the FedNowSM Service Security Procedure Agreement, which is available from the Federal Reserve Bank and required by the operator of the FedNow Service.

6.1.4 Limits of FedNow Funds Transfers. Client may not send more than allowed by Laws through the Service in a single transaction, provided that Bank may establish a lower single transaction limit for Client (the "Per Transaction Send Limit"). Bank may also establish limits on total daily, weekly, or monthly transactions (the "Total Transaction Send Limit") (the Per Transaction Send Limit and Total Transaction Send Limit collectively referred to as "Limits"). Bank may permit Client to set lower Limits per Account or per Authorized Representative. Bank may choose not process any

attempted FedNow Funds Transfer that exceeds the Limits or any Client specified limits. Bank may periodically adjust the Limits it sets at any time and will notify Client of such adjustments. Client will not use the Service to make or receive any of the following types of payments (each, a “Prohibited Payment”): (a) payments that violate or appear to violate any Law, including OFAC regulations; (b) payments to accounts domiciled outside the U.S.; (c) payments transmitted solely for the purpose of determining whether the Beneficiary account is valid (a “Test Payment”), provided that Client may send a Test Payment if it has a bona fide need to do so to determine the validity of Beneficiary provided to it by a Beneficiary that wishes to receive a payment from Client; or (d) any other payment that violates the Master Agreement. Client is permitted to use the Service solely for the purpose of making or receiving payments: (i) on its own behalf; or (ii) on behalf of Persons that are residents of or domiciled in the U.S. Any payment that violates the above restrictions is a Prohibited Payment.

6.1.5 FedNow Payment Order Transmission; Security Procedures. Bank is not obligated to confirm receipt of a Payment Order. Additional information on these methods for transmitting a FedNow Payment Order and their use is in the applicable Operating Instructions. Client shall be responsible for setting up all Authorized Representatives in Online Banking who are permitted to access information and transmit Payment Orders, non-payment messages, and other FedNow information to Bank. In addition to, and without limiting the generality of, the other Security Procedure provisions of the Master Agreement, Client shall comply with the Security Procedures for FedNow set forth in the Enrollment Form, or as provided by Bank to Client from time to time and Client acknowledges and agrees that the Security Procedures constitute commercially reasonable security procedures under applicable law for the initiation of FedNow Payment Orders.

6.1.6 Rejection of Payment Order; Failed FedNow Funds Transfer. The Bank is under no obligation to accept a Payment Order and may reject any Payment Order for the reasons set forth in the Master Agreement. It is also possible that a FedNow Funds Transfer will fail and will not be executed. A FedNow Funds Transfer may fail if (a) There are insufficient funds available in the Sender’s account when the Sender submits the Payment Order; (b) The Receiving Bank or Beneficiary’s Bank suspects or determines that the FedNow Funds Transfer does not comply with this Master Agreement or the applicable Laws; (c) The Beneficiary rejects the FedNow Funds Transfer or has declined to receive FedNow Funds Transfers; (d) The Payment Order exceeds the Limits; (e) The Beneficiary account at the Beneficiary’s Bank is closed, invalid, ineligible to receive FedNow Funds Transfers, or being monitored for suspected fraudulent or other illegal activity; (f) The Sender’s account at the Receiving Bank is being monitored for suspected fraudulent or other illegal activity; (g) The Receiving Bank or Beneficiary’s Bank otherwise declines to process the FedNow Funds Transfer for risk management, legal, or regulatory reasons; or (h) The Service or FedNow Network is unavailable. Additionally, completion of a FedNow Funds Transfer may be delayed if it is subject to review by the Receiving Bank or Beneficiary’s Institution for fraud, regulatory, or compliance purposes. FedNow Funds Transfers are typically completed within 20 seconds of transmission of the Payment Order by the Receiving Bank to the FedNow Network, unless the FedNow Funds Transfer fails or is delayed as described above, or the Payment Order is scheduled for a later time. If Client is the Sender, Bank will notify Client if a FedNow Funds Transfer fails. If Client is the Beneficiary, Bank will not communicate to Client that the FedNow Funds Transfer has failed. If Client has not received a FedNow Funds Transfer that it was expecting, Client must contact the Sender. The Bank may reverse any erroneous credit or debit to an Account.

6.2 RTP Service.

6.2.1 Description of Service. The RTP Service allows Client to initiate domestic, final, irrevocable payments from its Account to other Persons in real time through the RTP Network. The Service also includes the ability to send and respond to non-payment messages through the RTP Network. The Service is typically available 24 hours a day, 7 days a week, including weekends and state and federal holidays. The Service may, however, be unavailable from time to time, including due to scheduled or unscheduled maintenance. Payment Orders transmitted or entered by Client during periods of unavailability may be received by Bank but may not be processed until the Service is available. Bank may also suspend or terminate Client’s access to the Service at any time, including if Bank determines that Client used the Service in a way that violates the Master Agreement. In addition, Bank may modify or discontinue the Service at any time.

6.2.2 Definitions Applicable to the RTP Service.

6.2.2.1 “Payment Order” for purposes of this Section 6.2 means an Instruction to initiate an RTP Funds Transfer, including a Repetitive Payment Order.

6.2.2.2 “Person” means a natural person or a business, government, or nonprofit entity.

6.2.2.3 “RTP Funds Transfer” means a Funds Transfer processed through the RTP Network in order to make a payment from a Sender to a Receiver.

6.2.2.4 “RTP Network” means the real-time transfer system operated by The Clearing House.

6.2.2.5 “Receiver” means a Person that receives a payment or non-payment message through the RTP Network.

6.2.2.6 “Receiver Addressing Information” means the Receiver’s address (e.g., the Receiver’s account number, routing number, telephone number, and email address, as applicable).

6.2.2.7 “Receiving Financial Institution” means Bank, when Client is the Receiver, and the Receiver’s financial institution, when Client is the Sender.

6.2.2.8 “Repetitive Payment Order” means a template for a series of Payment Orders that contain most of the same information but each of which must be individually initiated by Client.

6.2.2.9 “Sender” means a Person that sends a payment or non-payment message through the RTP Network.

6.2.2.10 “Sending Financial Institution” means Bank, when Client is the Sender, and the Sender’s financial institution, when Client is the Receiver.

6.2.2.11 “Service Participant” means a financial institution, including Bank, that participates in the RTP Network.

6.2.2.12 “Transfer Amount” means the amount of funds that the Sender directs the Sending Financial Institution to transfer to the Receiver.

6.2.3 Requesting RTP Funds Transfers. Client may initiate an RTP Funds Transfer by transmitting a Payment Order through Online Banking, another website, or such other channels as Bank may make available, using the Security Procedures set forth in Section 6.2.5 below. When Client transmits a Payment Order, Client is required to provide Receiver Addressing Information and the Transfer Amount. Client may make Payment

Orders as single transactions or as Repetitive Payment Orders by establishing a template through Online Banking. By submitting a Payment Order, Client: (i) represents and warrants that the RTP Funds Transfer complies with this Agreement; and (ii) irrevocably and unconditionally authorizes Bank to debit the Transfer Amount, plus fees (if applicable), from the applicable Account, which Bank may debit immediately upon receipt of the Payment Order or at a later time. "Payment Order" for purposes of this Section Six means an instruction to initiate an RTP Funds Transfer, including a Repetitive Payment Order.

6.2.4 Limits of RTP Funds Transfers. Client may not send more than allowed by The Clearing House RTP Operating Rules ("RTP Network Rules") through the Service in a single transaction, provided that Bank may establish a lower single transaction limit for Client (the "Per Transaction Send Limit"). Bank may also establish limits on total daily, weekly, or monthly transactions (the "Total Transaction Send Limit") (the Per Transaction Send Limit and Total Transaction Send Limit collectively referred to as "Limits"). Bank may permit Client to set lower Limits per Account or per Authorized Representative. Bank may choose not process any attempted RTP Funds Transfer that exceeds the Limits or any Client specified limits. Bank may periodically adjust the Limits it sets at any time and will notify Client of such adjustments. Client will not use the Service to make or receive any of the following types of payments (each, a "Prohibited Payment"): (a) payments that violate or appear to violate any Law, including OFAC regulations; (b) payments to accounts domiciled outside the U.S.; (c) payments transmitted solely for the purpose of determining whether the Receiver Addressing Information is valid (a "Test Payment"), provided that Client may send a Test Payment if it has a bona fide need to do so to determine the validity of Receiver Addressing Information provided to it by a Receiver that wishes to receive a payment from Client; or (d) any other payment that violates the Master Agreement. Client is permitted to use the Service solely for the purpose of making or receiving payments: (i) on its own behalf; or (ii) on behalf of Persons that are residents of or domiciled in the U.S. Any payment that violates the above restrictions is a Prohibited Payment.

6.2.5 Payment Order Transmission; Security Procedures. Client may initiate an RTP Payment Order through Online Banking or through a mobile device by using the mobile banking app. Bank is not obligated to confirm receipt of a Payment Order. Additional information on these methods for transmitting an RTP Payment Order and their use is in the applicable Operating Instructions. Client shall be responsible for setting up all Authorized Representatives in Online Banking who are permitted to access information and transmit Payment Orders, non-payment messages, and other RTP information to Bank. In addition to, and without limiting the generality of, the other Security Procedure provisions of the Master Agreement, Client shall comply with the Security Procedures for RTP set forth in the Enrollment Form, or as provided by Bank to Client from time to time and Client acknowledges and agrees that the Security Procedures constitute commercially reasonable security procedures under applicable law for the initiation of RTP Payment Orders.

6.2.6 Rejection of Payment Order; Failed RTP Funds Transfer. The Bank is under no obligation to accept a Payment Order and may reject any Payment Order for the reasons set forth in the Master Agreement. It is also possible that an RTP Funds Transfer will fail and will not be executed. An RTP Funds Transfer may fail if (a) There are insufficient funds available in the Sender's account when the Sender submits the Payment Order; (b) The Sending Financial Institution or Receiving Financial Institution suspects or determines that the RTP Funds Transfer does not comply with this Agreement or the RTP Network Rules; (c) The Receiver rejects the RTP Funds Transfer or has declined to receive RTP Funds Transfers; (d) The Payment Order exceeds the Limits; (e) The Receiver's account at the Receiving Financial Institution is closed, invalid, ineligible to receive RTP Funds Transfers, or being monitored for suspected fraudulent or other illegal activity; (f) The Sender's account at the Sending Financial Institution is being monitored for suspected fraudulent or other illegal activity; (g) The Sending Financial Institution or Receiving Financial Institution otherwise declines to process the RTP Funds Transfer for risk management, legal, or regulatory reasons; or (h) The Service or RTP Network is unavailable. Additionally, completion of an RTP Funds Transfer may be delayed if it is subject to review by the Sending Financial Institution or Receiving Financial Institution for fraud, regulatory, or compliance purposes. RTP Funds Transfers are typically completed within 15 seconds of transmission of the Payment Order by the Sending Financial Institution to the RTP Network, unless the RTP Funds Transfer fails or is delayed as described above, or the Payment Order is scheduled for a later time. If Client is the Sender, Bank will notify Client if an RTP Funds Transfer fails. If Client is the Receiver, Bank will not communicate to Client that the RTP Funds Transfer has failed. If Client has not received an RTP Funds Transfer that it was expecting, Client must contact the Sender. The Bank may reverse any erroneous credit or debit to an Account.

6.3 Other Information and Requirements Applicable to all Instant Payment Services.

6.3.1 Funds Availability. Bank has no duty to execute a Payment Order if the Account lacks sufficient available funds or to check the Account to determine if there are sufficient available funds. Funds transferred through this Service(s) will be credited to the Receiver's or Beneficiary's account by the RDFI or Receiving Bank immediately upon completion of the Funds Transfer and will be available for withdrawal by the Beneficiary or Receiver immediately.

6.3.2 Reliance on Account Number. If we receive a Payment Order from a sender containing a number that identifies the Receiver or Beneficiary, we shall rely solely on the account number, even if it identifies a Beneficiary or Receiver different from Beneficiary or Receiver identified by name in the Payment Order, so long as we do not have actual knowledge of such an inconsistency in identification. You agree that we have no duty to detect any such inconsistency in identification.

6.3.3 Risks Associated with the Instant Payments Services.

6.3.3.1 Instant Payment Funds Transfers are irrevocable and cannot be reversed. Client should only use the Service to make payments to Persons it knows. If a Person contacts Client outside of the Service and asks for payment, Client should verify the identity, legitimacy, and contact information of the requester and the amount of payment prior to submitting a Payment Order. If Client sends a payment to a Person it does not know, or Client does not verify the identity or legitimacy of Persons that contact it and ask for payment, Client may lose the full amount of its payment. Bank does not provide buyer protection with respect to Funds Transfers. So Client cannot reverse or dispute a Funds Transfer on the basis that: (i) it is dissatisfied with the goods or services provided by the Beneficiary or Receiver; (ii) the Beneficiary or Receiver has failed to deliver goods or perform services, whether at all or in a timely manner; or (iii) Client wishes to return purchased goods or cancel pre-paid services. Although Client may request through the Service that a Beneficiary or Receiver return funds to Client, the Beneficiary or Receiver is not obligated to do so. Client can request a return of funds from the Beneficiary or Receiver in such circumstances as where the incorrect amount of funds was transferred because Client entered the incorrect Transfer Amount or funds were sent to someone other

than Client's intended Beneficiary or Receiver because Client incorrectly entered the incorrect information, including the Receiver Addressing Information or the Receiver Addressing Information entered and being associated with someone other than Client's intended Beneficiary or Receiver.

6.3.3.2 If Client wishes to request that a Beneficiary or Receiver return funds that Client sent through the Service (a "Return Request"), Client should contact Bank at the telephone set forth in Part I, section 1.27 on a Business Day. Bank may, but is not obligated to, transmit the Return Request to the Receiving Financial Institution or Receiving Bank through the Service or indemnify the Receiving Bank or Receiving Financial Institution. Bank cannot guarantee that the funds will be returned in whole or in part. By requesting that Bank transmit a Return Request, Client agrees to indemnify Bank for all actions, costs, claims, losses, damages or expenses, including attorney's fees and expenses incurred, and will provide any additional indemnification or other assurance requested by Bank, in connection with such request. Any dispute between Client and a Beneficiary or Receiver must be resolved directly between Client and the Beneficiary or Receiver. Bank has no responsibility for, and shall not be liable to Client in connection with, any dispute between Client and a Beneficiary or Receiver.

6.3.3.3 By submitting a Payment Order, Client irrevocably and unconditionally authorizes Bank to initiate a payment using the information, including the Receiver Addressing Information, provided by Client. BANK MAKES NO REPRESENTATION THAT THE INFORMATION AVAILABLE TO IT THROUGH THE SERVICE IS CORRECT, AND CLIENT IS RESPONSIBLE FOR VERIFYING THAT THE BENEFICIARY INFORMATION OR RECEIVER ADDRESSING INFORMATION IS ACCURATE AND COMPLETE, THAT SUCH INFORMATION IS ASSOCIATED WITH CLIENT'S INTENDED BENEFICIARY OR RECEIVER, AND THAT THE TRANSFER AMOUNT IS CORRECT PRIOR TO SUBMITTING A PAYMENT ORDER. BANK HAS NO OBLIGATION TO VERIFY THE ACCURACY OR COMPLETENESS OF THE BENEFICIARY INFORMATION OR RECEIVER ADDRESSING INFORMATION OR THAT THE RECEIVER ADDRESSING INFORMATION OR BENEFICIARY INFORMATION IS ASSOCIATED WITH CLIENT'S INTENDED BENEFICIARY OR RECEIVER. EXCEPT AS OTHERWISE REQUIRED BY APPLICABLE LAW, BANK'S SOLE OBLIGATION SHALL BE TO INITIATE A PAYMENT THROUGH THE SERVICE IN THE TRANSFER AMOUNT INDICATED BY CLIENT USING THE BENEFICIARY INFORMATION OR RECEIVER ADDRESSING INFORMATION PROVIDED BY CLIENT. EXCEPT AS OTHERWISE REQUIRED BY APPLICABLE LAW, BANK HAS NO LIABILITY TO CLIENT WITH RESPECT TO ANY LOSS CLIENT EXPERIENCES DUE TO THE INACCURACY OR INCOMPLETENESS OF SUCH BENEFICIARY INFORMATION OR RECEIVER ADDRESSING INFORMATION, THE FAILURE OF SUCH INFORMATION TO BE ASSOCIATED WITH CLIENT'S INTENDED BENEFICIARY OR RECEIVER, OR CLIENT'S FAILURE TO CORRECTLY ENTER THE BENEFICIARY INFORMATION OR RECEIVER ADDRESSING INFORMATION OR TRANSFER AMOUNT.

6.3.3.4 Client further agrees that: (i) Bank has no obligation to, but may, review and refuse to process any non-payment message or remittance information for any reason; and (ii) Client is solely responsible for all information sent on its behalf in a non-payment message or included in remittance information.

6.3.4 Limitation of Liability; Indemnity.

6.3.4.1 No Responsibility for Instant Payment Services. You agree that we will have no liability for the negligence or nonperformance of operator of the Instant Payments Services.

6.3.4.2 Limited Damages. We will only be liable to you for losses caused by our gross negligence or our material breach of this Section Six, and the sole measure of any damages associated with any loss caused by such gross negligence or breach will be the costs of resubmission of the Payment Order. In no event will we be responsible or liable to you or any third party for any consequential damages beyond the costs of resubmission due to our negligence or breach.

6.3.5 Causes Beyond Our Control. We will have no liability for delays or consequential damages that are the result of causes beyond our control, including, without limitation, weather, natural disaster, civil disorder, or negligence of the Federal Reserve Board, The Clearing House, any intermediary or any third-party. You are solely responsible for the reviewing and confirming the accuracy and timeliness of Instant Payments. Accordingly, we are not responsible and we will have no liability for: (i) your mistakes with regard to any Instant Payments or regarding any other information you generate; (ii) delays or losses occasioned by improper, inaccurate, or incorrect Instant Payments unless caused by our gross negligence; or (iii) your untimely performance with regard to any Instant Payments. Further, we will not be liable for mistakes in, untimeliness of, or errors in, processing or accounting functions, damages, errors, negligence, mistakes, or other nonperformance by the Federal Reserve Board, The Clearing House, any Sender or Beneficiary, any other financial institution, or any other third party.

6.3.6 Indemnity. In addition to and without limiting Client's indemnity obligations otherwise set forth in this Master Agreement or any other agreement between you and us, you agree to indemnify us and hold us harmless from and against any liability we may incur in connection with our provision of Instant Payment Services pursuant to this Section Six, including liability arising by virtue of: (i) any Funds Transfer you originate through the Service; (ii) incomplete, inaccurate, improperly formatted, or fraudulent information you submit; (iii) our acceptance of any Funds Transfer through the Service; (iv) any other aspect of our provision of Services pursuant to this Section Six; (v) your breach of any provision of this Section Six; (vi) any Funds Transfer through the Service that is unauthorized, duplicate, incorrect or erroneous; or (vii) any claims that a communication to you through the Service was unauthorized when such communication utilizes contact information provided to us by you; provided, however, that your indemnification obligation under this Section will not apply in the case of any liability incurred by us to the extent caused by our own gross negligence or willful misconduct. This provision shall survive the termination of this Master Agreement.

SECTION SEVEN: SWEEP SERVICES

This Section governs Client's use of Sweep Services. Bank, in its sole discretion, may not permit Client to use Sweep Services until Bank has determined that Client has accepted or executed the applicable documentation and otherwise provided appropriate information and specifications for the use of Sweep Services, and until Bank has had a reasonable opportunity to receive and review for proper execution by an authorized signatory and activate the Service Section. In any event, Client agrees that the use by Client of any Service Section shall, without any further action or execution or acceptance of any documentation on the part of Client, constitute Client's acceptance of and agreement to Bank's terms and conditions for the use of such Service Section as may be in effect as of the time of such usage, whether set forth in this Master Agreement or otherwise prescribed by Bank. To utilize Sweep

Services described herein Client must be enrolled in and be an active participant in the Commercial Internet Banking Service offered by Bank.

7.1 Available Sweep Account Services. Client has requested and Bank has agreed to provide the services designated on the Enrollment Form. These services may include the DDA Sweep Account Service, Money Market Sweep Account Service, the Line of Credit Sweep Service, and the Investment Sweep.

7.2 General Provisions Applicable to All Sweep Account Services

7.2.1 Bank agrees to transfer Client's Excess Funds within one banking day following the day Client's Excess Funds become available. A failure on the part of Bank to transfer the funds shall be excused, however, if such failure results from (a) the unavailability of appropriate investments; (b) computer error or breakdown; (c) the unavailability of Bank's employees assigned to initiate or make such investments; or (d) other conditions beyond the control of Bank. "Excess Funds" means only those funds of Client in excess of the balance designated by Client on the Enrollment Form ("**Target Balance**") that are available for withdrawal by Client as a matter of right under Bank's published funds availability schedule. Funds that are posted to Client's account but are not yet available funds are not included in Excess Funds. Any departure by Bank from the preceding provisions in any one or more instances will not be deemed to vary the preceding provisions or to operate as a waiver or estoppel. The Target Balance for Client's Accounts may be changed by Bank upon notice to Client.

7.2.2 Client hereby grants to Bank a continuing security interest in (1) all of Client's deposit accounts with Bank, and (2) all of Client's investments made by Bank pursuant to the Master Agreement. If any deposit account of Client with Bank is overdrawn, or if Client defaults on any obligation, direct or indirect, including any guaranties, owed to Bank, Bank, at its sole discretion, may dispose of such deposit accounts and/or investments made by it pursuant to this Master Agreement as security for payment of the obligations then owed by Client to Bank, or Bank may sell or order to be sold any investments made by it for Client pursuant to this Master Agreement and the proceeds toward and as a set off against the amount owed to Bank by Client. Bank shall have all of the rights and remedies available at law or in equity, including without limitation, the rights and remedies of a secured creditor under the UCC.

7.2.3 Client designated the persons set forth in the Enrollment Form to act on behalf of Client pursuant to the Sweep Services set forth in this Section and designated by Client in the Enrollment Form. In the absence of persons specifically designated by Client for Sweep Services, the Administrator is hereby designated by Client.

7.2.4 Communications or notices regarding this Section must be made in writing by any of the persons set forth in the Enrollment Form. Provided, however, Bank may, in its sole discretion, but without any obligation on the part of the Bank to do so, accept telephone communications or notices from persons set forth in the Enrollment Form. If the Bank elects to accept such telephone communications or notices from Client in any instance, the business records of the Bank shall be conclusive evidence of the facts and circumstances of any such telephone communication or notice. In receiving or communicating any notices or instructions regarding this Section and in acting thereon, Bank may rely upon any such notices or instructions given by the persons designated hereinabove or by those persons designated by Client in Client's deposit agreement and/or any Corporate Resolutions on file with Bank governing Client's account(s). Bank may receive and act upon instructions received from any person Bank believes in good faith to be one of the persons set forth in the Enrollment Form.

7.3 DDA Sweep Account and Money Market Sweep Account Services. The following terms govern the use of the DDA Sweep Account and Money Market Sweep Account Service if designated on the Enrollment Form.

7.3.1 Description of Service. The DDA Sweep Account Service and Money Market Sweep Account Services are offered by Bank whereby the balance in a designated demand deposit account or money market account is maintained at the Target Balance. The balance is maintained at the Target Balance by one of three methods selected by Client. Under the Funds Provider method, checks are issued by Client and paid each Business Day funds are automatically transferred from an account ("**Primary Account**") to the DDA Sweep Account or Money Market Sweep Account, as applicable. Client may maintain multiple Sweep Accounts that are funded by one Primary Account. Under the Funds Concentration method, Client makes deposits and each Business Day available funds are automatically transferred to the Primary Account from the designated DDA Sweep Account or Money Market Sweep Account. Unless otherwise agreed in writing by Bank, all accounts must be wholly owned and controlled by Client and not another entity. Under the Combined Provider and Concentration method, Client may write checks on and deposit funds into the DDA Sweep Account and each Business Day funds are transferred between the Primary Account and each designated DDA Sweep Account or Money Market Sweep Account to maintain the Target Balance in each designated DDA Sweep Account or Money Market Sweep Account. Under all methods, the Primary Account and the DDA Sweep Account or Money Market Sweep Account are maintained by Client with the Bank. Client hereby requests and Bank agrees to provide the DDA Sweep Account Service or Money Market Sweep Account in accordance with this Master Agreement and the Operating Instructions set forth in the Enrollment Form. The Operating Instructions shall be issued and executed at the time Client signs the Enrollment Form wherein it selects the DDA Sweep Account Service or Money Market Sweep Account.

7.3.2 Establishment of Accounts. Client shall open the DDA Sweep Account(s) or Money Market Sweep Account and the Primary Account and shall submit all forms and documents, including but not limited to, signature cards, partnership agreements and resolutions, as required by Bank. Client shall designate in the Operating Instructions either the Funds Provider, Funds Concentration, or Combined Provider and Concentration method for maintaining the balance at the Target Balance and the Primary Account and the DDA Sweep Account(s) or Money Market Sweep Account(s) to which and from which funds shall be transferred.

7.3.3 Payment of Checks Under the Provider or Combined Method. Bank shall pay checks presented for payment, other than for immediate payment over the counter, against the DDA Sweep Account(s) or Money Market Sweep Account(s) in the same manner that Bank currently pays checks on other demand deposit accounts maintained with Bank. As checks and other debits are presented for payment against the DDA Sweep Account(s), Bank will post the checks and other debits. After all debit items have been posted to the DDA Sweep Account(s) or Money Market Sweep Account(s), Bank will automatically transfer funds from the Primary Account to the designated DDA Sweep Account or Money Market Sweep Account in the amount of the total debits presented for payment against the DDA Sweep Account(s) or Money Market Sweep Account. If the Collected Balance in the Primary Account is not available or is not sufficient to accommodate a transfer in an amount equal to the total of the checks presented for

payment against the designated DDA Sweep Account(s) or Money Market Sweep Account(s), Bank may, at its option, make the transfer, even if it would create an overdraft in the Primary Account, and make provisional debits to the DDA Sweep Account(s) or Money Market Sweep Account. In this event, Client shall make a deposit to the Primary Account in Immediately Available Funds in an amount sufficient to cover the overdraft in accordance with the Operating Instructions. If Client does not make such a deposit to the Primary Account, Bank may, at its option, create an overdraft in the Primary Account, reverse the entire transfer, or reverse that portion of the transfer necessary to eliminate the overdraft or to replenish the funds which were not available and return checks provisionally debited to the DDA Sweep Account(s) or Money Market Sweep Account.

7.3.4 Transfers Under the Concentration or Combined Method. Client shall periodically make deposits to the DDA Sweep Account and Bank shall post those deposits in the same manner that it currently posts deposits to other demand deposit accounts. After all deposits have been posted and all debits have been deducted for that processing day, Bank will automatically transfer the collected balance in the designated DDA Sweep Account(s) or Money Market Sweep Account(s) to the Primary Account.

7.3.5 Authorization. Bank is hereby authorized and directed, without further instructions from Client, to automatically transfer funds from Client's Primary Account to Client's designated DDA Sweep Account(s)/Money Market Sweep Account(s) or from the DDA Sweep Account(s) /Money Market Sweep Account(s) to the Primary Account, as necessary, to maintain the Target Balance in the designated DDA Sweep Account(s) /Money Market Sweep Account(s) at all times.

7.3.6 Primary Account Balance. Client shall use its best efforts to maintain at all times good and Immediately Available Funds in the Primary Account sufficient to accommodate a transfer of funds to fund checks presented for payment against the DDA Sweep Account(s) /Money Market Sweep Account(s).

7.4 Line of Credit Sweep Service. The following terms govern the use of the Line of Credit Sweep Service if designated on the Enrollment Form.

7.4.1 Description of Credit Line Sweep Service. The Line of Credit Sweep is a service offered by Bank wherein the collected balance in a designated checking account ("Account") in excess of the Target Balance at the end of the day is swept from the Account to the line of credit account. If the collected balance is below the Target Balance, funds are swept from the line of credit account (not to exceed the funds available on the line of credit at the time of the sweep) to the Account.

7.4.2 Payments on Line of Credit. Bank will designate Client's existing line of credit account as a transfer-activated account, pursuant to this Section, a Loan Officer Approval Form, and underlying loan documents. Client directs that funds in the demand deposit account (collected balance) in excess of the Target Balance, agreed upon by Bank and Client, will be transferred daily by Bank to Client's line of credit account. The initial Target Balance, the Account(s), and line of credit account to and from which funds will be transferred shall be designated in the Line of Credit Sweep Operating Instructions set forth in the Enrollment Form. Only those funds in Client's Account in excess of the Target Balance will be transferred to Client's line of credit account. Client may make deposits to and withdrawals from Client's Account and conduct other transactions in the Account in accordance with Client's Account rules.

7.4.3 Advances from Lines of Credit. On any Business Day, if after completion of all posting to Client's Account the balance is less than the Target Balance, Client directs Bank to transfer funds from Client's line of credit account and deposit such funds to Client's Account. Bank is authorized to transfer from Client's line of credit account such an amount as is required to cause the balance in the Client's Account to equal the Target Balance. Such transfer shall be made after crediting the net proceeds of all applicable transactions in Client's Account.

7.4.4 Periodic Statements. Bank will issue a monthly statement to Client on the Account and the line of credit account that will include transfers, balances and interest paid pursuant to this Section.

7.4.5 Line of Credit Account Number. Client acknowledges and agrees that Bank may change the account number of Client's line of credit account in conjunction with this Section.

7.4.6 Access to Funds. Client acknowledges and agrees that Client's line of credit account, as evidenced by various loan documents including but not limited to a Promissory Note, are amended to include and allow for the transfers to and from Client's demand deposit account as described in this Section. Client acknowledges, agrees and understands that authorized signers on Client's Account have full access to funds from Client's line of credit account by the terms and provisions of this Section. In addition to the amendment described above, Client acknowledges and agrees that all other terms and conditions of the line of credit account and/or the subject loan documents remain in full force and effect.

7.4.7 Interest Payments. Client acknowledges and agrees that only principal payments are processed through this Section, and Client is responsible for making required loan interest payments.

7.4.8 Limitation of Use of Lines of Credit. Not all lines of credit are available for use with this Service. Any Line of Credit Account in the name of Client at Bank must be approved for use with this Service.

7.5 Investment Sweep. This service is available to Clients only upon execution of a separate service agreement and approval by the Bank.

7.5.1 The Return Sweep is an end-of-day automated overnight investment service designed to sweep excess collected balances above a designated target balance from your Account to maximize earnings potential. At the end of the business day, after all debits and credits have posted to your Account, the excess funds above the Target Balance are swept out of your Account to one of the Bank's current investment offerings. The next day, funds that are needed to maintain your Target Balance are swept back into your Account.

7.5.2 The investment account used for Investment Sweep is not FDIC insured (nor any investment accounts). Any unswept monies in your demand deposit account or monies swept into a demand deposit account are a deposit of the Bank and will be insured by the FDIC to the extent of its deposit insurance limits. Any swept funds invested pursuant to this Master Agreement are not FDIC insured through the Bank. More information about the FDIC's requirement for this notice can be found at: http://www.fdic.gov/news/board/22Jan09_Rule_Claims.pdf.

7.6 Insured Cash Sweep. The following terms govern the use of the Insured Cash Sweep Service if selected in the Enrollment Form or the ICS® Deposit Placement Agreement.

7.6.1 Description of Service. InterFi, previously known as the Promontory Interfinancial Network, LLC ("InterFi") has established a cash management program ("Insured Cash Sweep Service" or "ICS® Service") designed to offer a high level of FDIC insurance. Through the InterFi Insured

Cash Sweep® Service, the Bank will sweep funds in excess of the Target Balance designated by Client in the Enrollment Form or Operating Instructions to a custodial bank designated by InterFi ("Custodial Bank"). InterFi instructs the Custodial Bank to deposit those funds at depository banks in InterFi's network, with the goal of obtaining full FDIC insurance coverage. Interest rates paid on deposits are determined by the Bank in its sole discretion, and may be changed from time to time upon notice from the Bank to the Client. The specific terms of the InterFi Insured Cash Sweep® Service are set forth in the ICS® Deposit Placement Agreement. For purposes of this Service Agreement, the Custodial Bank and the depository banks in InterFi's network will each be referred to as a "Destination Institution" and collectively as the "Destination Institutions." The Client acknowledges and agrees that the Client has executed the ICS® Deposit Placement Agreement and the Client hereby directs the Bank to make the sweep transfers in accordance with the terms of this Service Agreement.

7.6.2 The Bank and InterFi have entered into an agreement whereby InterFi will make InterFi's ICS® Service available to certain Bank Clients. Neither the Bank nor any affiliate of the Bank has any ownership interest in InterFi or any of its affiliates. The Bank does not have any contract with any Destination Institution with respect to the ICS® Service. The Bank is not affiliated with InterFi and does not have any relationship with InterFi except for the agreement between InterFi and the Bank. Neither InterFi nor any Destination Institution shall be deemed the agent or representative of the Bank or any Bank affiliate.

7.6.3 The Bank has advised Client to compare the terms, interest rates, required minimum amounts, charges and other features of the InterFi Insured Cash Sweep® Service with other account and deposit alternatives. The Bank has also advised the Client to review the agreement(s) and other documents governing the InterFi Insured Cash Sweep® Service, and to obtain independent financial, investment, legal, and other appropriate advice. The Client acknowledges that neither the Bank nor any of the Bank's representatives has made any warranties or representations to the Client about the InterFi Insured Cash® Sweep Service.

7.6.4 The Client has read, understands, and agrees to the terms for this Service and the terms of the agreement(s) and other documents governing the InterFi Insured Cash Sweep® Service.

SECTION EIGHT: LOCKBOX SERVICE

This Section governs Client's use of the Lockbox Service (the "**Service**"). In the event of inconsistency between a provision of this Section, the UCC and/or the Account Agreement, this Section shall prevail.

8.1 Service Description. The Lockbox Service is a service offered by Bank to Client whereby Client directs those persons or entities making payments and other remittances to Client to mail the payment and certain documentation to a Post Office Box from which Client has authorized Bank and/or Bank's Vendor to remove the contents. The terms Bank and Vendor may be used interchangeably when used in relation to any services performed by a Vendor on behalf of Bank including, but not limited to, the receipt and processing of checks and remittances and any data related thereto. It is the responsibility of the Client to notify remitters that remittances shall be mailed to the Lockbox assigned by Bank. Bank shall perform certain specified functions and deposit the checks into Client's account. Client hereby requests and Bank has agreed to perform the Lockbox Services as provided in the Operating Instructions incorporated and made a part hereof. The Operating Instructions shall be issued and executed at the time the Client selects the Lockbox Service. The Operating Instructions may be modified at a later date to account for requested changes by the Client and/or changes that may occur during the lockbox project development and implementation. Changes in the Operating Instructions may be considered as additional service and therefore subject to additional service fees.

8.2 Establishment of Account. Client shall open an Account at the Bank and shall submit all forms and documents, including but not limited to signature cards, partnership agreements, and resolutions, as required by Bank in conjunction with this Service.

8.3 Authorization to Establish Post Office Box. Client hereby authorizes Bank to establish a Post Office Box in Client's name and Bank shall have exclusive access to the Post Office Box. Client shall execute any and all forms required by the Postmaster to establish the Post Office Box and to grant Bank exclusive access thereto. Client shall not have access to the Post Office Box and shall not authorize any other person or entity to have access to or remove the contents of the Post Office Box.

8.4 Authorization to Process Deposits. Client hereby authorizes Bank to open the envelopes addressed to Client, process the contents, indorse the items on behalf of Client, prepare deposit tickets and perform any other functions specified in the Operating Instructions. Notwithstanding the foregoing and as provided elsewhere in this Master Agreement, Bank may deposit items to Client's Account without indorsing items in Client's name.

8.5 HIPAA. Bank agrees to comply with the Health Information Technology for Economic and Clinical Health Act of 2009 (the "**HITECH Act**"), the Administrative Simplification Provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C.A. §1320d et seq. ("**HIPAA**") and any current and future regulations promulgated thereunder, all as amended from time to time and collectively referred to herein as the "HIPAA Requirements." Bank agrees not to use or further disclose any "Protected Health Information," including "Electronic Protected Health Information," (as such terms are defined in the HIPAA Requirements) other than as permitted by the HIPAA Requirements and the terms of this Master Agreement. Bank agrees that all services provided through this Service Section shall be provided pursuant to that certain Business Associate Agreement entered into between the parties. To the extent required, Bank will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services for determining compliance with the HIPAA Requirements.

8.6 Bank's Duties and Responsibilities.

8.6.1 Processing Items. As an agent for Client, Bank shall remove the contents of the Post Office Box each Business Day at intervals determined by Bank in its sole discretion. Client acknowledges and agrees that removal of the items from the Post Office Box shall constitute delivery of the items by Client to Bank for collection. Bank shall open the envelopes, process the contents and deposit the checks into Client's account in accordance with the Operating Instructions. Bank shall use reasonable efforts to process all items removed from the Post Office Box on the Business Day the items are removed therefrom; however, Client agrees that in addition to the "Force Majeure" clause of the Master Agreement, Bank shall have no liability to Client for failure to process all items on any given day if the volume received by Bank for all of Bank's lockbox Clients exceeds Bank's ability to process all of the items on the day of receipt.

8.6.2 As provided in the Master Agreement, Bank shall not examine items. Notwithstanding the foregoing and without creating any liability on the part of Bank, if Bank detects an alteration, an incomplete check, postdated check, stale dated check, or other irregularity, Bank shall send such item to Client or Client's designated agent.

8.6.3 Endorsement of Checks. The Uniform Commercial Code provides that a bank becomes a holder of unendorsed items when the Client who is a holder of the item delivers the item to a depository bank for collection. In accordance with that section, while Client authorizes Bank to indorse items in its name and on its behalf, Bank may, in its sole discretion, elect not to place Client's indorsement on items deposited by Bank to Client's account.

8.6.4 Return Items. Items returned unpaid by the drawee bank shall be processed in accordance with the Operating Instructions.

8.7 Indemnification. Client agrees to, and does hereby, indemnify and hold the Bank harmless from and against any and all expenses, costs, (including attorneys' fees) claims, causes of action, and liabilities resulting from claims by third parties which directly or indirectly arise from handling of and credit given for remittance items handled under this Service Section, it being understood and agreed that Bank acts herein as agent for Client.

8.8 Project Implementation and Development. Bank shall work with the Client, or Client's agent, on development, implementation and testing of the subject Lockbox service. Such work shall be completed before Client begins directing payments to the subject Lockbox. Client agrees to pay a non-refundable service fee to Bank for development, implementation and testing of the subject Lockbox as specified in the Schedule of Fees. This service fee shall be collected after initial evaluation of the project by Bank but before programming and/or other development work begins. Said fee is non-refundable except in the event the Bank is unable to meet the project demands as outlined during initial evaluation of the project. In the event the Bank is unable to meet the project demands outlined during the initial evaluation of the project, Bank will provide, at its sole discretion, a pro-rated refund based upon reasonable compensation for work performed.

SECTION NINE: DIRECT TRANSFER PROCESSING SERVICE

This Section governs Client's use of the Direct Transfer Processing Service. Bank, in its sole discretion, may not permit Client to use this Service until Bank has determined that Client has accepted or executed the applicable documentation and otherwise provided appropriate information and specifications for the use of Service, and until Bank has had a reasonable opportunity to receive and review for proper execution by an authorized signatory and activate the Service Section. In any event, Client agrees that the use by Client of any Service Section shall, without any further action or execution or acceptance of any documentation on the part of Client, constitute Client's acceptance of and agreement to Bank's terms and conditions for the use of such Service Section as may be in effect as of the time of such usage, whether set forth in this Master Agreement or otherwise prescribed by Bank. To utilize the Services described herein Client must be enrolled in and be an active participant in the Commercial Internet Banking Service offered by Bank.

9.1 Direct Processing Service. The Direct Transfer Processing Service provides Client with the ability to send and/or receive wire advices, data, information and/or files using Secure File Transfer Protocol ("SFTP"), Hypertext Transfer Protocol Secure ("Secure Web" or "HTTPS"), or such other method as Bank may agree upon in writing (collectively, "Direct Processing") and as may be set forth in in any Operating Instructions or written requirements of Bank, implemented from time to time by the Bank. Bank and Client agree to perform, to Bank's satisfaction, connectivity testing between platforms and encryption testing on transmitted Files prior to Client's use of the Service.

9.2 Direct Processing Hardware and Software. Client acknowledges that it is responsible for obtaining and maintaining all hardware and software needed to access the Service and transmit Files through any method of Direct Processing. This hardware and software, includes but is not limited to computers, wireless devices, and telephone equipment, cabling, software, Internet access, secure networking equipment, and other materials at its or End User's facilities necessary to access the Service through Direct Processing. Client understands it must, and hereby agrees to, at its sole cost and expense, use computer hardware and software that meets all technical requirements as implemented from time to time by the Bank for the proper delivery of the Service and that fulfills Client's obligation to obtain, and maintain, secure access to the Internet and Client's Secure Portal (as defined herein). Client understands and agrees it may also incur, and shall pay, any and all expenses related to the use of the Service, including, but not limited to, telephone service, network access, cloud or managed services, or Internet service charges. Client is solely responsible for the payment of any and all costs and expenses associated with meeting and maintaining all technical requirements and additional items necessary for the proper use of the Service. Client understands and agrees that they are responsible for the operation, maintenance and updating of all equipment, software and services used in connection with the Service and the cost thereof, and Client hereby agrees that it will perform, or cause to be performed, all vendor recommended maintenance, repairs, upgrades and replacements, and such performance shall be rendered by properly trained personnel, whether they are employees of Client or third-party employees.

9.3 Methods for Direct Processing. Any transmission between Bank and Client shall be deemed authorized if transmitted in accordance with this Service Section and the Security Procedures.

9.3.1 Client Initiated Direct Processing. Bank will create a directory on the server where Bank will provide information, data or files ("Files") for Client to pull, download, and retrieve. In addition to any and all other technical requirements set forth in the Operating Instructions, Client must first establish an unencrypted connection to the portal provided by Bank. In addition to the Security Procedures required in the Master Agreement(s), Bank may also provide Client with, or require Client to establish, Security Procedures to access the Service. Any specific Security Procedures in addition to those set forth in the Master Agreement(s) will be described in the Operating Instructions. Client agrees to, at all times, (a) comply with the Security Procedures, (b) safeguard the confidentiality and security of the Security Procedures and all other proprietary property or information Bank provides to Client in connection with the Service and (c) notify Bank within one business day if Client has any reason to believe the security or confidentiality required by this provision has been or may be breached. Client acknowledges, understands and agrees the Security Procedures are not designed for the detection of errors. Bank is not, and will not be, obligated to detect errors by Client or others, even if Bank takes certain actions from time to time to do so.

9.3.2 Bank Initiated Direct Processing. If requested by Client and approved by the Bank, in its sole discretion, Bank may push, upload and/or provide Files to a secure portal designated by Client and at a scheduled time. Client must provide Bank with instructions to connect to Client's secure transmission platform to retrieve Files ("Client's Secure Portal"). Client shall provide Bank with all necessary information, access and privileges necessary to access Client's Secure Portal, including but not limited to a User ID, PIN and/or passwords ("Client Provided Security Procedures") unique to Bank. Client agrees to notify Bank within one business day if Client has any reason to believe the security or confidentiality required by this provision has been or may be breached. Client also warrants and represents to Bank that Client Secure Portal is safe, secure and without any corruption and/or computer virus(es). Client acknowledges, understands and agrees the Client Provided Security Procedures are not designed for the detection of errors. Bank is not, and will not be, obligated to detect errors by Client or others, even if Bank takes certain actions from time to time to do so.

9.4 Security Procedures.

9.4.1 Supplementary Security Procedures. Client agrees that the requirements contained in this Service Agreement are supplementary to the Security Procedures set forth in the Master Agreement(s), as applicable, including any and all Operating Instructions, the setup form(s), and/or associated documents provided by Bank and are a commercially reasonable method of providing security against unauthorized access to or interception of transmissions between Client and Bank (hereinafter collectively the "Security Procedures").

9.4.2 Safeguarding Security Procedures. In addition to Client's responsibilities and obligations set forth in the Master Agreement(s), as applicable, Client agrees that it is strictly responsible for establishing and maintaining procedures to safeguard against, detect and mitigate unauthorized access to or interception of transmissions. Client covenants that no employee or other individual under Client's control will be allowed to initiate transmissions in the absence of proper authority, supervision and safeguards, and agrees to take reasonable steps to maintain the confidentiality of the Security Procedures and any passwords, codes, security devices and related instructions provided by Bank in connection with any Security Procedure utilized by Bank and/or Client. Client agrees to modify and update their passwords based on their security requirements and regulations. At a minimum, the password must be at least fifteen characters and be complex. If Client learns or has reason to suspect that any such password, code, security device, Security Procedure, information or instructions has been disclosed to or accessed by unauthorized persons, Client agrees to notify Bank within one business day by calling the Bank and providing written notice to Bank as specified in the notice provisions of the Master Agreement(s), as applicable.

9.5 Modifying or Supplementing the Security Procedures.

9.5.1 Modifying Security Procedures. Bank may, from time to time, modify the Security Procedures. Such modifications shall become effective upon receipt of notice by Client or such later date as may be stated in the Bank's notice to Client. If Client fails to object to such change, it shall be deemed to agree to such change. Client agrees that it will not modify its Security Procedures without Bank's written consent.

9.5.2 Supplementing or Enhancing Security Procedures. Bank may, from time to time, propose different, additional or enhanced security procedures to Client. Client understands and agrees that if it declines to use any such enhanced procedures, it will be liable for any losses that would have been prevented by such procedures. Notwithstanding anything else contained in this Service Agreement, if Bank in its sole discretion determines immediate action is required for the security of Bank, Client funds or data, Bank may initiate additional security procedures immediately and provide prompt subsequent notice thereof to Client.

9.6 Vendors. From time to time, Client may request the Bank to provide Files to or through a Third Party. Client acknowledges and agrees that the use of any such Third Party is at Client's sole risk. Client acknowledges and agrees that Bank shall not (a) perform (or assume any duties regarding) any due diligence on any Third Party; (b) have a contractual relationship with Client's Third Party; (c) review any of Third Party's policies or procedures regarding data security, privacy or otherwise; and (d) be liable for any data breach, misuse of data, selling of data, violations of any privacy, or any other improper actions or inactions of Third Party or any other third party. Client understands and acknowledges that any recourse Client might have for any matters described in this Section shall be solely and exclusively against the Third Party or other third parties and not against the Bank.

9.7 File Formatting. Client acknowledges that Bank may choose to format and provide Files in any format it deems appropriate. To the extent Client provides any Files to Bank, Client agrees to provide such Files in a format acceptable the Bank in its sole discretion.

9.8 Error Detection. Client hereby acknowledges that the Security Procedures are neither designed nor intended to detect errors in the content or verify the contents of a transmission between the parties. Accordingly, any errors contained in a transmission from Client shall be Client's responsibility. Except as otherwise expressly provided in the Master Agreement(s) or other addenda between the parties, no security procedure for the detection of any such Client error has been agreed upon between Bank and Client.

9.9 File Retention. For any Files transmitted by Client to Bank, Client should retain files as they see fit. Bank shall have no obligation to retain Files after transmittal.

9.10 Confirmation and Account Reconciliation. Client is responsible for detecting and reporting to Bank any discrepancy between Client's records and the records Bank provides to Client. If Client does not detect and notify Bank of such a discrepancy within seven (7) days of the File transmission, then such transactions shall be considered correct, and Client shall be precluded from asserting such error or discrepancy against Bank.

9.11 No Representations Regarding Method of Service. Client acknowledges that nothing in this Service Section shall be deemed a representation or warranty by Bank to Client that Direct Processing is a secure method to transmit data or Files. Rather, Client agrees and acknowledges that after review of alternatives, Client hereby selects the Direct Transfer Processing Service as the method Client has determined best meets its needs.

9.12 Indemnification. In addition to other indemnification requirements in this Master Agreement, Client hereby indemnifies Bank and each of its parents, subsidiaries and affiliates and their respective officers, directors, employees, members, partners, agents, insurers and attorneys (each and "Indemnified Party" and, collectively, the "Indemnified Parties") for, and holds each of the Indemnified Parties harmless from and against, all actions, causes of action, claims, damages, liabilities and expenses (including reasonable attorneys' fees) of any nature or kind (including those by third parties) arising out of, or related to (a) Client's (i) use of Direct Processing as a means for transmission of Files or data to the Bank; (ii) failure to report required changes, (iii) transmission of incorrect data to Bank, (iv) Client's failure to timely review and report discrepancies as required under this Master Agreement, or (v) failure to maintain compliance with this Service Agreement or any laws or regulations; provided, however, Client is not obligated to indemnify Bank for any damages solely and proximately caused by Bank's gross negligence or willful misconduct; (b) Bank's (i) provision of the Service, (ii) action or inaction in accordance with, or in reliance upon, any instructions or information received from any person reasonably believed by Bank to be an authorized representative of Client; (c) Client's breach of any of its warranties, representations and/or obligations under this Service Agreement or any other agreement between Client and Bank, including, but not limited to, the deposit agreement for your account, and the terms of this paragraph shall survive the termination of this Service Agreement; or (d) any action or inaction by a Vendor or third-party not under the control of the Bank, including any matters described in this Service Section.

SECTION TEN: ELECTRONIC DATA INTERCHANGE (EDI) SERVICE

This Section governs Client's use of the Electronic Data Interchange Service. By selecting the Electronic Data Interchange (EDI) Service in the Enrollment Form or upon Client's use of the Service, whichever occurs first, Bank agrees to provide Client with Electronic Data Interchange ("EDI") which is offered through an Electronic Statement ACH Addenda Notice delivered via the Commercial Internet Banking Service. The notice is received through an Electronic Statement email or can be viewed by logging into Commercial Internet Banking and clicking on the eStatements tab. This EDI Service is available to any Client who self-enrolls in eStatements through Commercial Internet Banking and selects the ACH Addenda Notice document type. Client agrees that the use by Client of any Service shall, without any further action or execution or acceptance of any documentation on the part of Client, constitute Client's acceptance of and agreement to Bank's terms and conditions for the use of such Service as may be in effect as of the time of such usage, whether set forth in this Master Agreement or otherwise prescribed by Bank. In the event of a Bank error, the Bank agrees to correct the error at its own expense. This is the limit of the Bank's liability for damages under this Master Agreement. Client shall hold the Bank harmless against other damages, including consequential damages, except in the case of fraud, gross negligence, or willful misconduct on the Bank's part. The Bank shall not be responsible for failure to perform hereunder if such failure is due to causes beyond its reasonable control.

No signature is required on this Treasury Management Services Terms and Conditions. By signing the Enrollment Form, Client acknowledges its receipt of and agreement to the terms of this Master Agreement, the Operating Instructions, and other documents, Schedules or agreements incorporated by reference herein.