

This Agreement sets forth the terms of the treasury management services (the “**Services**”) offered to you by Banc of California, National Association (“**us**” and “**Bank**”). By applying for any Service, you agree to be bound by this Agreement. Your use of any Service will be additional evidence of your agreement to its terms. We will let you know when the Services you request become available. If you request additional Services in the future, they will be governed by this Agreement, unless we advise you otherwise.

GETTING ESTABLISHED

1. Equipment and Software. You are responsible for obtaining and maintaining any equipment that is necessary for the Services, such as telephones, terminals, modems and computers. You agree to use equipment that is compatible with our programs, systems and equipment, which we may change from time to time, with or without notice. We assume no responsibility for the defects or incompatibility of any computers or software that you use in connection with the Services, even if we have previously approved their use.

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, NEITHER WE NOR OUR SUPPLIERS OR VENDORS MAKE ANY WARRANTY, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY, WITH RESPECT TO THE SERVICES OR ANY COMPUTER PROGRAMS, EQUIPMENT OR SOFTWARE (COLLECTIVELY “**EQUIPMENT**”). You agree to notify us promptly if any Equipment we provide to you becomes defective. Our sole responsibility (if any) in such instances will be to replace or repair the defective Equipment. We do not warrant that the Equipment provided to you will be error free or that the Services will be uninterrupted.

You agree to comply with the terms of any software or other license provided to you in connection with the Services. Unless we agree otherwise in writing: (a) any license you will be personal, limited, revocable, non-transferable and non-exclusive; (b) you may not transfer, distribute, copy, share, sublicense, reverse engineer, modify, or create derivative works from any Equipment; (c) the Equipment, Service guides, security procedures, and systems provided to you in connection with a Service represent our proprietary property and must be returned to us promptly upon request; and (d) we and/or our suppliers retain all right, title and interest in and to the intellectual property rights associated with the Services and the Equipment. Your license to use Equipment and Services will end with the termination of this Agreement or upon our earlier notice to you. You may only use the Equipment in connection with your use of the Services.

2. Security Procedure and User Guides. We may provide you with one or more numbers, passwords, tokens, challenge questions and/or other means of identification and authentication (collectively “**Password**”) to access our Services. We also may provide you with operating procedures and user guides (“**User Guides**”) in connection with certain Services. You agree to: (a) comply with the User Guides and procedures that we make available to you; (b) take reasonable steps to safeguard the confidentiality and security of the Password, the User Guide, and any other proprietary property or information we provide to you in connection with the Services; (c) limit access to your Password to persons who have a need to know such information; (d) closely and regularly monitor the activities of employees who access the Services; (e) notify us immediately if you have any reason to believe the security or confidentiality required by this provision has been or may be breached; and (f) immediately change your Password if you know or suspect that the confidentiality of the Password has been compromised in any way. Our security procedures are not designed for the detection of errors (e.g., duplicate payments or errors in your funds transfer instructions). We will not be obligated to detect errors by you or others, even if we take certain actions from time to time to do so.

You agree to change any temporary Password we give you promptly after you are given access to the Services for the first time. For security reasons, you also agree to change the Passwords you assign to your employees on

a regular basis, but no less frequently than every 120 days. We may require you to change your Password at any time.

In addition to verifying transactions by means of a Password, we may elect to verify the authenticity or content of any order or instruction by placing a call to any authorized signer on your account or any other person designated by you for that purpose. We may deny access to the Services without prior notice if we are unable to confirm to our satisfaction any person's authority to access the Services or if we believe such action is necessary for security reasons.

Each time you make a transfer or payment with a Service, you warrant that our security procedures are commercially reasonable (based on the normal size, type, and frequency of your transactions). Some of our Services allow you or your Administrator to set transaction limitations and establish internal controls. Your failure to set such limitations and implement such controls increases your exposure to, and responsibility for, unauthorized transactions. You agree to be bound by any transfer, instruction or payment order we receive through the Services, even if it is not authorized by you, and is otherwise processed by us in accordance with the security procedure designated for the Service.

Your Internal Security: You agree to establish, implement, maintain and update (as appropriate) policies, procedures, equipment and software ("**Internal Security Controls**") that, with respect to the initiation, processing and storage of ACH, wire and other transactions, will: (a) protect the confidentiality and integrity of non-public personal information, including financial information, of a natural person used to create or contained within an ACH or other Order and any related addenda record ("**Protected Information**") until its destruction, (b) protect against anticipated threats or hazards to the security or integrity of Protected Information until its destruction, (c) protect against unauthorized use of Protected Information that could result in harm to a natural person, and (d) comply with all applicable regulatory guidelines on access to and security for the systems you use to initiate, process, and store ACH, wire and other transactions.

Your Internal Security Controls must also safeguard the security and integrity of your computer system and information from unauthorized use, intrusion, takeover or theft, and prevent your Password from unauthorized discovery including up to date anti-virus detection programs or use (collectively "**Internal Security Breaches**"). You bear all risk of fraudulent transfers and other losses arising from your Internal Security Breaches or from the interception of your communications prior to their receipt by us (collectively "**Internal Security Losses**"). We will not reimburse you in connection with Internal Security Losses. You agree that we are authorized to execute, and it is commercially reasonable for us to execute, any instruction validated with your Password. . You are encouraged to consider purchasing insurance to cover your Internal Security Losses. Please see your User Guides for suggestions on the Internal Security Controls that you should consider to protect your system from Internal Security Breaches.

You remain solely responsible at all times for your Internal Security Controls, Internal Security Breaches and Internal Security Losses. Although we may employ various systems and procedures from time to time to prevent losses to us, we assume no obligation for Internal Security Breaches or Internal Security Losses, provided we have acted in accordance with this Agreement and/or instructions that are validated with your Password.

3. Your Administrator. You may appoint an individual (an "**Administrator**") for certain Services with the authority to determine who will be authorized to use the Services on your behalf. Your Administrator can establish separate Passwords for you and each user, as well as limits on each user's authority to access information and conduct transactions. You are strongly encouraged to use these controls to help reduce losses or damages that may arise out of improper or unauthorized use of a Service by designated users and others. You assume sole responsibility for the actions of your Administrator, the authority he or she gives others to act on your behalf, and the actions of the persons designated by the Administrator to use the Services. We strongly recommend that you impose a dual control environment in connection with the payment instructions. If you

elect not to do so, you agree to be subject to a higher standard of care with respect to your accounts, transactions and statements.

You or your Administrator will need to designate which accounts will be utilized for Service payments and transfers. If your Administrator designates an account that requires more than one signature for the withdrawal or transfer of funds, you agree that we may act upon any Service instruction that is validated with the Password designated by you or your Administrator for that account and the Service in question. Note: This may mean that we will act upon the instruction of only ONE person (e.g., to wire funds), even though the signature card for the account in question requires two or more signatures on checks. As long as an instruction is validated with the designated Password, the transaction will be deemed authorized by you.

It is your responsibility to understand the capabilities built into each Service to prevent unauthorized transactions, and to decide which accounts and Services to link to each user. You should keep in mind the importance of required separation of duties as a means for protecting yourself against losses or damages. You have agreed to the security procedures and have determined (based on the type, frequency and amount of transactions you will have with us) that they are commercially reasonable means of protection against unauthorized transactions and potential losses.

4. Accounts. You will need to designate certain accounts for specific purposes in connection with some of the Services. If you fail to do so, we may designate the accounts. You further agree that we may add accounts to your online banking profile as they are established. Your Service application or setup form may list certain accounts that you wish to access with the Services. If it includes the accounts of your parent company, subsidiaries or affiliates, you warrant that they have authorized you to access their accounts through the Services in the same manner as your own accounts. You agree to provide us with their written authorization, in form and substance acceptable to us, evidencing that authority, and to notify us immediately in writing of any change to that authorization.

OUR SERVICES

We may offer the following Services to you separately or as part of a suite of Services.

5. Online Banking Service and Business Mobile Banking. With these Services, you can check your account balances, review transactions histories, stop payment on checks, and transfer funds between your designated accounts with us. **Business Mobile Banking** is an extension of Business Online Banking and only available to Bank clients enrolled in Business Online Banking. All features available through Business Online Banking will not be available through Business Mobile Banking. You will be required to use your Business Online Banking username and password when using the Business Mobile Banking application.

Account Information: You can obtain balance and other account information online. Since certain information and transactions are not processed by us until after the close of our business day, some transactions may not be reflected in the system until the next business day. Posted items may be reversed due to insufficient funds, stop payment orders, legal process, and other reasons. Certain balances also may not be subject to immediate withdrawal. We assume no responsibility for any loss arising from incomplete information or for any temporary interruption in our information Service.

Account Transfers: You can use this Service to transfer funds between your designated accounts with us (See the "Funds Transfer Services (Wire/ACH/Internal Transfers)" section for additional details).

E-Statements: E-Statements offer you a convenient way to view, save and print your monthly statements over the internet. If you elect to receive E-Statements, we may discontinue sending written statements to you. This includes, but is not limited to, ongoing disclosures currently provided on the back of your paper statement, notices posted as messages on the face of the statement, and all notices or other communications that

accompany mailed statements. You will be deemed to receive E-Statements when they are made available to you.

Stop Payment Orders: You can use this Service to stop the payment of a check and certain other transactions (See the “Stop Payment Service” section for additional details).

Equipment & Software – For Business Mobile Banking, you are required to download the BANC OF CALIFORNIA Business Mobile Banking App (refer to compatibility requirements listed within your carrier specific app store to ensure compatibility). Services that may be performed on Business Mobile Banking consist of the following:

- Review account history and paid (on-us) check images
- Funds transfers services (Wire/ACH/Internal Transfers)
- ACH/Wire origination approvals
- Bill Payment
- Business Mobile Deposit Capture

6. Business Mobile Check Deposit

You can use this service to deposit single check items using your mobile phone by taking a picture of the front and back of your check. The images are transmitted to us electronically for processing. The checks will be processed electronically or converted to substitute checks based on the information you provide. You agree to complete each mobile deposit promptly and to keep your mobile device securely in your possession until the deposit has been completed. Set-up of this service will require enrollment by contacting your account officer for assistance and download of the Business Mobile Banking App.

Using the Service: You agree to: (a) only use equipment and software that meet application specifications; (b) follow our instructions for capturing and transmitting check images and other information to us; (c) ensure that you clearly print “For Deposit Only to Account [insert account number check is be deposited into]” or similar wording above the endorsement of all checks; (d) view each check as it is scanned to ensure that images (front and back) are being captured accurately and legibly depict all information on the original check; (e) retain original checks for no more than 45 days; (f) no later than the 45th day, promptly destroy (by shredding) the original checks; (g) adopt commercially reasonable security procedures in connection with the storage and destruction of original checks and any copies of such checks; (h) adequately train your employees on the use of the service and evaluate the need for separation of employee duties to reduce the risk of fraud; (i) provide us with the original check (if it is within your possession) or a sufficient copy of the check within 5 business days of our request. Once you transmit check information to us, you agree not to attempt, directly or indirectly, to negotiate, deliver, transfer or deposit the original checks (or copies of such checks, whether in paper or electronic form) with us or others.

Certain Checks Not Permitted: You may use the service only to process the deposit of original paper checks that are payable to you. Unless we specifically agree otherwise in writing, you may not use the service to deposit: (a) checks payable to a third party; (b) demand drafts or remotely created checks (i.e., checks lacking the original signature of the drawer); (c) substitute checks (i.e., paper checks created from an electronic image); (d) checks that are irregular in any way (e.g., where the numerical and written amounts are different); (e) checks that have previously been returned unpaid for any reason; (f) checks that are postdated or more than 6 months old; (g) checks drawn on a foreign bank or payable in a foreign currency; (h) checks payable to “Cash”; (i) checks issued by you or any company affiliated with you through 20% or greater common ownership or control; (j) registered government warrants; (k) any check the you suspect is fraudulent or not properly authorized; or (l) any check and checks that exceed the transaction limitations(s) that we establish from time to time. Our processing of any of the checks described above shall not obligate us to continue that practice, and we may stop doing so without cause or prior notice.

We may refuse any check for deposit, with or without cause, or may elect to take a check on a collections basis only. If we accept a check for collection, we will send it to the institution upon which it is drawn, but will not credit your account for the amount until we receive the funds from the other institution. If we elect to credit your account before then, we may charge the amount back against your account if we do not receive payment for any reason. Please see your account agreement for other restrictions on deposits.

Confirmations: When you send an image for deposit via mobile capture you will be prompted to confirm the deposit. You can review status of the deposit by checking the “deposit history” tab in your mobile banking application. If you do not see your deposit under the “deposit history” tab, it may mean that we did not receive your transmission or that there was a problem with some of the information. If check information received by us is not complete and otherwise unacceptable for any reason, we may reject the deposit, notwithstanding any confirmation by us of its receipt, and charge the amount back against any provisional credit to your account. (Refer to Remote Deposit Capture Service section for additional details).

Assistance: If our mobile is not available for any reason, please contact us during our regular business hours at 1-855-351-2262 for assistance.

7. Bill Payment Service. This internet-based Service allows you to make current, future and recurring payments to others from one or more of your designated Bank checking accounts. Payments cannot be made from a money market or savings account, and requirements for dual signatures on checks do not apply to the Service.

Eligible Payees: We reserve the right to determine who may be a payee. You may only designate payees with United States addresses.

Initiating Payments: To initiate a payment, you must specify the person or business you are paying, the payment date (up to 365 days in the future), the amount to be paid, and (if you have one) your account number with the payee. The first time you request a payment to be made to a payee, you must also specify the payee’s address and the number of the account from which the payment is to be made. We may modify the payee address to accommodate special processing requirements. For security reasons, we may limit the amount of bill payments permitted. We may change the limit from time to time without advance notice to you. If you need to make a payment exceeding the amount permitted, please contact your account officer for assistance.

We will make a payment on the business day you instruct us to make the payment (the “**Payment Date**”) either by initiating an electronic payment or by mailing a check to the payee. We may require that you schedule your payment up to five business days before the Payment Date. If, however, you use our same day service, overnight service, or our system determines that a payment can be made electronically that period may be shorter. You will see the earliest available Payment Date when you schedule your payment. Once you schedule a payment, we may deduct the payment amount from your account or place a hold on that amount, even if a payment check has yet to be presented to us for payment. We may refuse a payment request if there are not sufficient collected and available funds in your account on the date we initiate the transaction or on the payment date. Note: There is an additional fee for payments made with same day or overnight services.

We may reject any payment request with or without cause or prior notice. If we do, we will notify you promptly of the rejection orally, electronically or in writing.

Errors in Your Instructions: If you give us a payment instruction that is incorrect in any way, you agree that we may charge your account for the payment, whether or not the error could have been detected by us. We are not obligated to detect errors in your payment instructions or to bring apparent errors to your attention.

Before you log off this Service, you should verify that the payments you scheduled appear in “Scheduled Payments.” If you are disconnected from our web site while you are requesting a payment, please log on again to verify if the transaction was completed. You authorize us to pay any duplicate payments you issue.

Scheduling Payments: You should schedule payments sufficiently in advance to ensure that they are received and credited by your payee by the payment due date. We recommend that you schedule the Payment Date at least seven full business days prior to the date the payment is due at your payee without regard to any grace period. Although we may be able to pay certain payees electronically (via ACH) on the scheduled Payment Date, it could take longer for payments sent by mail.

It is your responsibility to request that payments be made in such a manner that they will be paid on time. You are solely responsible for any damages, such as late fees, that may be imposed as a result of your failure to identify the correct Payment Date and transmit your payment instruction to us in a timely manner.

Although you can enter a payment request 24 hours a day, 7 days a week, transaction requests that we receive after our processing cutoff hour or on a non-business day may be deemed received by us as of the next business day. If you direct us to make a payment on a day other than a business day, we may initiate the payment on the following business day.

Payees may require extra time to post a payment to your account because they do not receive a payment coupon or invoice number with the payment. Some payees disclose the extra processing time they require to post payments that do not include a payment coupon or invoice, but others do not. It is your responsibility to determine whether a payee needs or requires extra time to process payments received through the Service. We do not recommend that you use this Service to pay your federal, state or local taxes, courts or other governmental entities. Those payees normally require an accompanying coupon, which cannot be provided via the Bill Payment Service.

Recurring Payments: You may use the bill payment function to arrange for the automatic payment of bills that have a fixed frequency and amount. Once your automatic bill payment arrangements are established, they will be made without the need for further requests by you. If the scheduled Payment Date for an automatic payment falls on a weekend or holiday, the payment may be made the following business day.

Changing or Canceling Payments: Except for same day service payments, you may cancel or change any scheduled payment by giving us an instruction through the Service. We must receive your cancel or change instruction before our cutoff hour the business day prior to the scheduled Payment Date. You cannot delete or change a same day service payment after it is submitted to us.

Termination: If you or we terminate your use of the Service, we may delete all outstanding payments (both one-time and recurring). We are not responsible for any fixed payment made before we have a reasonable opportunity to act on your termination notice.

8. Funds Transfer Services (Wire/ACH/Internal Transfers). We offer funds transfer Services that allow you to make payments to others and to transfer funds between accounts through the Automated Clearing House (“ACH”), by wire, or by internal transfer.

Your Payment Orders: When you transmit a transfer or payment request (“**Order**”), you authorize us to charge the designated account for the amount indicated. To ensure that your ACH transactions are timely, you should submit ACH consumer credit Orders to us two business days before the payment date and all other ACH Orders one business day prior to the payment date. You agree not to submit ACH debit Orders for accounts receivable, represented check, international, back-office conversion, telephone-initiated, Internet-initiated, or point-of-purchase entries without our prior written consent.

Your Orders must comply with the form, format, content and other requirements set forth in your User Guide, the Rules (as defined below) (if applicable), and any security procedures that we establish for the Service. We are not responsible for detecting or rejecting duplicate Orders. If you give us an Order that is incorrect in any

way, you agree that we may charge your account for the payment whether or not the error could have been detected by us.

You must accurately describe transaction beneficiaries, intermediary financial institutions, and the beneficiary's financial institution in your Orders. If you describe any beneficiary or institution inconsistently by name and number, we and other institutions may process the Order solely on the basis of the number, even if the number identifies a person or entity different from the named beneficiary or institution.

You will not allow others to initiate Orders on your behalf without our prior written consent. You will be solely responsible for the acts and omissions of such agents. You agree to indemnify, defend and hold us harmless from any actions, claims, proceedings, damages, losses and costs which you or we incur as a result of their actions or omissions.

Available Funds: We may refuse an Order if there are not sufficient collected and available funds in your account on the date we initiate the transaction (usually the day we receive your file – See your User Guide for full details). ACH credit transactions typically must be prefunded two business days prior to the settlement date. We may place a hold on funds pending our processing of your Order. Nothing in this Agreement, or any course of dealing between us, shall be construed as our commitment or obligation to lend money to you. We may discontinue processing transactions without adequate prefunding at any time and without prior notice to you.

ACH Transaction Rules: You agree to comply with the operating rules and guidelines (collectively, the “**Rules**”) of NACHA when you conduct transactions through the ACH. You can obtain a copy of the Rules at pubs.nacha.org or by telephoning NACHA at 800-487-9180.

ACH Pre-notification Entries: You must submit ACH pre-notification entries if required by us or the Rules. If a pre-notification entry is rejected for any reason, you may not initiate a corresponding entry until the cause for the rejection has been corrected and another pre-notification has been submitted and accepted. You may initiate entries to a receiver's account no sooner than six banking days following the settlement date of your pre-notification entry.

Foreign Transfers: If your Order involves a foreign transfer, we may execute the Order in the currency of the country of the payee's financial institution at either our buying rate of exchange for U.S. dollar transfers or the exchange rate of the payee institution. If the transfer is returned for any reason, you agree to accept the refund in U.S. dollars in the amount of the foreign money credit, based on the current buying rate on the day of the refund, less any charges and expenses incurred by us. Foreign transfers may be subject to delays, changes in foreign currency exchange rates, and charges imposed by other financial institutions. A portion of those charges may be shared with us.

Authorization and Record Retention: You may initiate ACH and drawdown wire Orders only with the prior authorization of the owners of the accounts affected by such Orders. You agree to maintain a record of each authorization for a period of two years following its termination, and to provide us with a copy upon request. Unless we agree otherwise, you will not submit ACH debit Orders to collect funds for checks or other paper items which have been dishonored and returned for any reason, even if such represented check Orders are permitted under the Rules.

Internal Transfers: Transfers between your deposit accounts with us are subject to the terms of your account agreement. Although you may instruct our online system to make transfers between your accounts at any time on any day, transfers occurring after our Service cutoff hour or on non-business days may not be posted until the next business day.

Transaction Limits and Safeguards: You agree not to exceed the transaction limits we establish from time to time for your account or any Service. You agree that you will not allow anyone to initiate Orders without proper

supervision and adequate safeguards, and that you will regularly audit the actions of your Administrator and authorized representatives.

Cancellation and Amendment of Orders: You may not cancel or amend an Order after we receive it. If we attempt to reverse an Order at your request, we assume no liability for any interest or losses that result if the reversal is not effected. You agree to indemnify, defend, hold harmless and reimburse us for all expenses, losses, claims, actions, proceedings and damages we incur in effecting or attempting to effect any reversal. You are solely responsible for providing notice to receivers that a reversal is being transmitted and the reason for the reversal no later than the settlement date of the reversing entry.

Refusal of Orders: We may refuse any Order with or without cause or prior notice. For example, we may refuse an Order if there are not sufficient collected and available funds in your account on the date we initiate the transaction or on the settlement date. We may notify you of such refusal electronically, in writing, by telephone, or otherwise no later than two business days after the date an ACH Order was to be effected (one business day for wire Orders). We are not required to pay you interest on a rejected Order for the period from refusal of the Order to your receipt of the notice of refusal.

Notice of Returned Orders: We may notify you electronically, in writing, by telephone, or otherwise regarding any Order that is rejected or returned for any reason. We will send our notice no later than two business days after the business day we receive notice of a return. We will not be obligated to credit your account with any interest, unless the return is caused by our failure to properly execute the Order. We may attempt to remake the Order if the return is due to our error and we have sufficient data to remake the Order.

Notices and Statements: Information on transfers to or from your accounts will be reflected on your periodic statements and may be available to you on-line. We are not required to provide you with any other notice of the receipt, transmittal or debiting of Orders. Please note that, although we may issue an online ACH or wire confirmation number for tracking purposes, it does not mean that your Order meets our requirements or will be processed.

Provisional Credit: Credit for an ACH transfer is provisional until the receiving financial institution obtains final settlement. If final settlement doesn't occur, the originator of the transfer is not deemed to have made payment to the beneficiary, and the beneficiary's bank is entitled to a refund of the provisional credit.

Unauthorized Order: We may process any Order (including an amendment or cancellation Order) we believe is transmitted or authorized by you if we act in compliance with the security procedure (including any callback procedure) agreed upon by you and us. Such Orders will be deemed effective as if made by you, and you will be obligated to pay us in the amount of such Orders, even though they are not transmitted or authorized by you. We strongly recommend that you impose a dual control environment in connection with the transmission and confirmation of Orders. If you elect not to do so, you agree to be subject to a higher standard of care with respect to your accounts, transactions and statements.

9. Remote Deposit Capture Service. You can use this Service to scan images of checks and other items ("**Checks**") and then transmit those images and other data to us electronically for deposit to your account. The Checks will then either be processed electronically or converted to substitute checks ("**Substitute Checks**") based on the information you provide.

Equipment and Software: We may provide you with equipment and/or software (collectively, "**Equipment**") that you can use to scan and transmit images of the front and back of Checks and other information (e.g., MICR line data) to us. You will be responsible for all other materials necessary for the Service, such as a telephone, terminal, modem, Internet connectivity, consumables (e.g., ink cartridges and other supplies), and computer.

You may use the Equipment only for the purpose of processing Checks and information in the manner permitted by this Agreement. You may not: (a) use the Equipment to process Checks through other institutions; (b) use the Equipment at a location other than your regular place of business; (c) perform or allow others to perform alterations or repairs to the Equipment without our written consent; or (d) attempt to bypass or disable any security feature of the Equipment. When this Agreement ends, your right to use the Equipment also will terminate automatically. You must maintain the Equipment we provide to you in good condition, subject to normal wear and tear, and return it to us at the address we direct.

Except for Equipment that we provide to you and agree to maintain, we will not be responsible for repairing or replacing defective Equipment. We also assume no responsibility for any computer virus or related problems that may occur with your use of this Service, whether you obtain equipment or software from us or from a third party.

Using the Service: You agree to: (a) only use equipment and software that meet our Service specifications, as they change from time to time; (b) follow our Service instructions for capturing and transmitting Check images and other information to us; (c) ensure that you or your scanning equipment clearly print "For Deposit Only to Account [insert your account number with us]" or similar wording above the endorsement on all Checks and "Converted to Electronic Check" or similar wording is clearly stamped or printed on the face of all Checks; (d) view each Check as it is scanned to ensure that the images (front and back) are being captured and accurately and legibly depict all information on the original Check; (e) retain original Checks for no more than 45 days; (f) no later than the 45th day, promptly destroy (by shredding) the original Checks; (g) adopt commercially reasonable security procedures in connection with the storage and destruction of original Checks and any copies of such Checks; (h) allow us to examine the physical location where you capture and transmit Check images and store original Checks to confirm your compliance with this Agreement; (i) adequately train your employees on the use of the Service and evaluate the need for separation of employee duties to reduce the risk of fraud; (j) allow us to inspect any audit report related to your operational process for the Service; and (k) provide us with the original Check (if it is within your possession) or a sufficient copy of the Check within 5 business days of our request. A "sufficient copy" of a Check is a paper reproduction of an original Check that accurately represents all of the information on the front and back of the original Check as of the time the image was transmitted to us by means of this Service. Once you transmit Check information to us, you agree that you will not attempt, directly or indirectly, to negotiate, deliver, transfer or deposit the original Checks (or copies of such Checks, whether in paper or electronic form) with us or others.

Certain Checks Not Permitted: You may use the Service only to process the deposit of original paper Checks that are payable to you. Unless we specifically agree otherwise in writing, you may not use the Service to deposit: (a) Checks payable to a third party; (b) demand drafts or remotely created checks (i.e., checks lacking the original signature of the drawer); (c) substitute checks (i.e., paper checks created from an electronic image); (d) Checks that are irregular in any way (e.g., where the numerical and written amounts are different); (e) Checks that have previously been returned unpaid for any reason; (f) Checks that are postdated or more than 6 months old; (g) Checks drawn on a foreign bank or payable in a foreign currency; (h) Checks payable to "Cash;" (i) Checks issued by you or any company affiliated with you through 20% or greater common ownership or control; (j) registered government warrants; (k) any Check that you suspect is fraudulent or not properly authorized; or (l) any Check or Checks that exceed the transaction limitation(s) that we establish from time to time. Our processing of any of the Checks described above shall not obligate us to continue that practice, and we may stop doing so without cause or prior notice.

We may refuse any Check for deposit, with or without cause, or may elect to take a Check on a collection basis only. If we accept a Check for collection, we will send it to the institution upon which it is drawn, but will not credit your account for the amount until we receive the funds from the other institution. If we elect to credit

your account before then, we may charge the amount back against your account if we do not receive payment for any reason. Please see your account agreement for other restrictions on deposits.

Your Representations: You represent and warrant the following with respect to each Check that you transmit electronically to us: (a) you have the legal right to accept the Check for deposit and negotiation, regardless of the name of the payee shown on the Check; (b) the images and information that you transmit accurately represent all of the information on the front and back of the original Check, including (without limitation) all endorsements, at the time of transmission; (c) you have not taken any action that would obscure, alter or impair the capture or transmission of information on the front or back of the Check or that otherwise may prevent us or another institution from capturing or processing such information; (d) you make all warranties that would otherwise apply to the Check if it had been a paper item deposited with us; (e) you make all encoding, transfer, presentment and other warranties that we (or any correspondent bank we use) are deemed to provide to others (e.g., as a reconverting bank) under any law, clearing house rule, or image exchange network or agreement to which we are a party; (f) the Check will not be presented for deposit or payment more than once; (g) you will not submit files with malicious code; and (h) if we agree that you may process previously truncated and reconverted substitute checks through this Service, you will ensure that the identification of previous truncating and reconverting banks are preserved and that returned substitute checks meet the requirements for legal equivalency under Federal Reserve Regulation CC.

Hours of Operations: The Service can be utilized 24 hours a day, seven days a week, except when our system is unavailable due to needed maintenance or system outages. Deposit information received on or after our Service cutoff hour (which we may change from time to time) or on a Saturday, Sunday, state banking or federal holiday, may be deemed received by us as of the next business day. We are not responsible for the unavailability of the Service or any damages that may result from its unavailability. If the Service is not available for any reason or a Check cannot be processed by means of the Service, you may deposit your Checks directly with your branch of account.

Confirmations: Although we will not send you a confirmation for each Check we receive, you can use our online service to confirm our receipt of your batch file. If Check information received by us is not complete or cannot be processed by us for any reason, we may reject the deposit, notwithstanding any file receipt information shown at our website, and charge the amount back against any provisional credit to your account.

Returned Checks: If a Check is returned unpaid to us for any reason, we may return it to you in the form of a Substitute Check. If you decide to redeposit the returned item, you may only redeposit the Substitute Check; you may not deposit the original Check.

Availability: If we receive your Check information on a business day before our Service cutoff hour, we will consider that day to be the day of your deposit. If we receive your transmission after our cutoff hour or on a non-business day, we may treat the deposit as received the next business day. If the drawee of a Check or another third party makes a claim against us or seeks a re-credit with respect to any Check processed through this Service, we may provisionally freeze or hold aside a like amount in your account pending our investigation and resolution of the claim. We also may charge your account for any Check that is returned, whether or not the return is timely or proper.

Indemnification: You will indemnify, defend, and hold us harmless against any and all actions, proceedings, liabilities, losses, costs (including attorney's fees) and claims, including (without limitation) warranty claims, that result from or arise in connection with: (a) our processing of Checks in accordance with this Agreement or your instructions; (b) your actions or omissions, including your breach of any representation or failure to comply with this Agreement; (c) any modifications or changes you make to the Equipment without our written consent; (d)

any misuse of the Equipment by you, your employees or agents; (e) your failure to comply with applicable state and federal laws and regulations; (f) actions by third parties, such as the introduction of a virus, that delay, alter or corrupt the transmission of Check images or information to us; or (g) any claim by a recipient of a substitute check corresponding to a Check processed through the Service, that the recipient incurred a loss due to (i) the receipt of the substitute check instead of the original Check, or (ii) multiple payments with respect to the same original Check, based on any combination of the original Check, the substitute check and/or any paper or electronic copy of either.

10. Positive Pay Service. This Service provides you with a way to identify and prevent the payment of checks that you have not authorized.

Issued Check File: You agree to provide us with a list of the serial numbers, issue dates and the exact amounts (dollars and cents) of the checks that you have issued ("**Issued Check File**"). We will match the check numbers and amounts against items presented to us through normal interbank check clearing procedures (e.g., local clearinghouse, Federal Reserve, or direct send presentment cash letter) ("**Presented Checks**"). You authorize and instruct us to pay Presented Checks that match the serial numbers and amounts set forth in an Issued Checks File received by us in your name, without further investigation or review by us. You agree that: (a) Presented Checks that match the check numbers and amounts are, and should be treated by us as, properly payable; (b) we have no duty to inspect Presented Checks for unauthorized or improper signatures or alterations or otherwise to take steps to determine whether they are properly payable; and (c) we may compare Issued Check File information with information that is encoded on Presented Checks.

We assume no duty to identify and/or return duplicate checks, checks with duplicate serial numbers, miscoded items, checks with non-matching issue dates, or checks lacking an encoded serial number. We will not be required to physically examine matching checks to confirm that they are properly signed, completed and encoded. You agree that we may rely on the process described above and that it will be deemed an acceptable standard of care for this Service and your account.

Return of Presented Checks if No Issued Check File: All items presented for payment against your accounts will be deemed to be unauthorized and will be dishonored and returned without payment unless they appear as part of a Issued Check File received by us in a timely manner (or are an Exception Check subject to a Pay decision, as described below). You agree that we may return all items, and that our dishonor of them will not be wrongful, unless they appear as part of an Issued Check File or a Pay decision that we have received in time for us to act. In these circumstances, even a properly payable item may be returned. You agree that this is acceptable to and authorized by you, and you waive any right you may have to claim that the dishonored item was properly payable.

Exception Checks: If you submit a Check Issued File and there are Presented Checks that do not match the information you provide in the file, we will treat them as exceptions ("**Exception Checks**"). We will return all Exception Checks unless we receive a Pay decision on the items by our cutoff hour on the business day the checks are first reported in an Exception Check Report. If you take no action on an Exception Check Report or on any individual Exception Check or your Pay decision is not received by us before our cutoff hour, we will return said checks. We will send you an e-mail if there are Exception Checks. The e-mail notice will inform you that an Exception Check report ("**Exception Check Report**") may be accessed using the Service. The e-mail notice will be sent to the most current e-mail address we have for you in our Service files. This could be the address of your Administrator or another User. You agree to ensure that the appropriate e-mail address is kept up-to-date and is accurate at all times.

Items Not Covered: This Service does not match your Checks Issued File information against items that have been finally paid (e.g., checks presented over-the-counter at one of our branches). Accordingly, finally paid items are not included in Service reports and will not show as Exception Checks. This Service also does not cover

checks that we are committed to honor or pay under the applicable laws, regulations or rules governing such items.

Stale-Dated and Postdated Checks: We may pay stale-dated and postdated checks unless you place a stop payment or postdated check order on such items, remove them from your list of checks approved for payment, or fail to notify us through this Service not to pay the items.

Reviewing your Exceptions: You will review your Exception Checks and provide us with your "Pay" or "Return" decisions no later than our cutoff hour each business day, whether or not you receive an e-mail notification from us. You understand and agree that it is your responsibility to monitor the Exception Checks each business day, and that our e-mail notification is a customer service that may or may not be completed; the notice is not a prerequisite to your obligation to review Exception Checks each day and provide "Pay" or "Return" instructions to us if there are any Exception Checks.

Return of Exception Checks: We will return all Exception Checks unless we receive a Pay decision on the items by our cutoff hour on the business day the checks are first reported in an Exception Check Report. If you take no action on an Exception Check Report or on any individual Exception Check, or your Pay decision is not received by us before our cutoff hour, we will return said check(s).

Payment of Exception Checks: If we pay an Exception Check in error, we will be liable to you for the lesser of the amount of the wrongfully paid Exception Check or the actual damages you suffer from our payment of the Exception Check. However, if payment of the Exception Check discharged an indebtedness or obligation of yours and because of this you have no actual damages or reduced damages, then you agree that our liability to you is reduced to the same extent.

Faulty Information: You agree to provide check information to us in the form, format and manner that we specify. You assume full responsibility for the completeness and accuracy of all information furnished to us. You understand that it is important for the information to be exact (for example, the correct amount of an item must include both dollars and cents). Our willingness to process nonconforming information will not be considered a waiver of any requirement of this Agreement, and we may discontinue processing nonconforming information without prior notice.

Stop Payment: This Service is not a substitute for placing a stop payment order on checks. Any stop payment or return instructions that you give to us will be governed by your account agreement and the other provisions of this Agreement.

11. Payee Positive Pay Service - This Service is identical to the Positive Pay Service, with the added benefit which allows you to include Payee name as part of the Issued Check File which is also verified.

12. Sweep Account Service. This Service allows you to ensure that funds are not standing idle in multiple deposit accounts. We will transfer funds between your designated accounts at the end of each business day to maintain the target balance(s) you designate. Available options of this Service include Maximum Balance Sweep, Minimum Balance Sweep, and Target Balance Sweep.

Maximum Balance Sweep: With this option you designate a maximum target balance that you would like to keep in your primary account. When the collected balance in your primary account exceeds the maximum target balance at the end of any business day, excess funds are automatically transferred into your designated secondary account.

Minimum Balance Sweep: With this option you designate a minimum target balance that you would like to keep in your primary account. When the balance in your primary account falls below the minimum target balance at the end of any business day, collected funds are automatically transferred from your designated secondary account as needed to maintain the minimum target balance in your primary account.

Zero Balance Sweep: This option allows you to pay checks or other debits while maintaining a zero balance in your primary account. At the end of any business day collected funds are automatically transferred from your designated secondary account as needed to cover any checks or other debits that are presented against your primary account. When deposits are made to your primary account, collected funds are automatically transferred to your secondary account at the end of each business day.

Refusal: We may refuse to transfer funds if: (a) the transfer would exceed the transaction limitations of an account; (b) the funds are subject to a hold, setoff, third-party claim, dispute, legal process, or are otherwise unavailable for transfer; (c) there are insufficient funds to make the transfer; or (d) you are in breach of your account agreement or any other agreement with us.

Other Transfer Agreements: If you have arranged with us to have funds transferred to or from your deposit account(s) by means of another service, we may conduct transfers in accordance with these terms before or in lieu of making transfers under the other service. You agree that we will not be in default of the agreement for the other service as a result.

Overdrafts: We may sweep funds before or after other transactions at the end of the business day. We may also debit your deposit account in accordance with these terms even though, subsequent to such debit, the account becomes overdrawn as a result of additional transfers or withdrawals from the account, the return of unpaid checks, the imposition of fees, or any other cause. If that occurs, you may be assessed our then- prevailing overdraft charge.

13. Credit Sweep Service. This Service allows you to automatically obtain advances from or make payments to your line of credit with us. We will transfer funds between your designated deposit account and line of credit at the end of each business day to maintain the target balance you designate. Available options of this Service include Excess Balance Sweep and Deficiency Sweep.

Excess Balance Sweep: With this option you specify a maximum target balance that you would like to keep in your designated deposit account. At the end of each business day, we will determine whether the collected balance in your deposit account exceeds the target balance (an “**Excess Balance**”). If we determine there is an Excess Balance, we will transfer from your deposit account to your line of credit the lesser of (a) the amount of the Excess Balance, or (b) the outstanding principal balance of the line of credit plus all interest, fees and charges then outstanding on the line of credit.

Deficiency Sweep: With this option you specify a minimum target balance that you would like to keep in your designated deposit account. At the end of each business day, we will determine whether the collected balance in your deposit account is less than the target balance (a “**Deficiency**”). If we determine there is a Deficiency, we will transfer from your line of credit to your deposit account the lesser of (a) the amount of the Deficiency or (b) the amount that is available to be borrowed under the line of credit. In addition to other permissible method for making an advance against your line of credit, you authorize us to make advances against your line of credit as needed for any Deficiency sweeps in connection with this Service.

Refusal: We may refuse to transfer funds if: (a) the transfer would exceed the transaction limitations of an account; (b) the funds are subject to a hold, setoff, third-party claim, dispute, legal process, or are otherwise unavailable for transfer; (c) there are insufficient funds available to make the transfer; (d) we determine that funds are unavailable pursuant the terms of your line of credit or any other agreement with us; or (e) you are in breach of your line of credit or any other agreement with us.

Other Transfer Agreements: If you have arranged with us to have funds transferred to or from your deposit account or line of credit by means of another service, we may conduct transfers in accordance with these terms before or in lieu of making transfers under the other service. You agree that we will not be in default of the agreement for the other service as a result.

Overdrafts: We may sweep funds before or after other transactions at the end of the business day. We may also debit your deposit account in accordance with these terms even though, subsequent to such debit, the account becomes overdrawn as a result of additional transfers or withdrawals from the account, the return of unpaid checks, the imposition of fees, or any other cause. If that occurs, you may be assessed our then- prevailing overdraft charge.

14. Lockbox Service. With this Service we will process checks, drafts and other payment instruments (“**Checks**”) which you receive by mail from others (“**Customers**”) by: establishing a post office box address (“**Lockbox**”) where Customers may mail Checks to you; arranging for the pickup of such Checks each business day; endorsing Checks on your behalf; depositing the Checks to your designated account (“**Account**”); and providing related accounting and record keeping services. We and our Service providers will have exclusive and unrestricted access to the mail at the Lockbox as your agent.

Processing Options/Set Up: Before the Service begins, we may ask you to designate the procedures that you would like us to follow in processing Lockbox payments (e.g., the handling of irregular items). Any change to those processing options must be approved by us in writing. We and our agents may act on any instructions that: (a) purport to be made in your name; (b) reasonably appear to be made by a person that you have designated (e.g., on a setup form for this Service) to give Service instructions; and (c) are provided in accordance with our Service procedures.

Changes Affecting Our Service: You agree to notify us at least 30 days in advance of any material change in your business, name, remittance procedures, statements, Customer invoices or billing schedule that may affect our processing of payments or substantially increase the volume of payments received through the Lockbox.

Instructions to Customers: Once we notify you that we are ready to begin the Service, you may direct Customers to mail payments to you at the Lockbox. You will instruct Customers not to send cash, returned merchandise, notices, communications or other materials (not previously approved by us in writing) with their payments to the Lockbox. Unless we agree otherwise in writing, we assume no duty to you or others with respect to such items and may return them to the sender or forward them to you at your sole risk and expense. We have no obligation to respond to Customers regarding billing disputes, and you agree not to advise Customers to contact us with respect to their payments or this Service.

Our Processing of Checks: We will collect mail from the Lockbox at least once each business day and will process the contents in accordance with the instructions that you and we have agreed upon in writing (e.g., in the setup form for the Service). You authorize us to endorse Checks that are sent to the Lockbox and to deposit payments received through the Lockbox to your Account.

We may accept Checks for deposit without endorsement and regardless of any difference between the name of the payee and your legal or fictitious business name. You will be deemed to warrant the endorsement of all Checks that we receive through the Lockbox, as well as your right to receive such items for deposit to your Account. If we process a Check payable to a third party, you warrant to us and to any correspondent institution that we may use that you are authorized to deposit the Check to your Account. You also agree to indemnify us and the correspondent institution against any claim for breach of warranty.

We will deposit Checks to the Account in accordance with the terms of your Account agreement, but reserve the right to reject irregular items and/or to receive certain items on a collection basis only. Payments received on a Saturday, Sunday or holiday, or after our Service cutoff hour on a banking day, may be processed by us on the following banking day.

Neither we nor our Service providers will be responsible for any loss, delay, cost or liability which arises, directly or indirectly, in whole or in part, from any Check that is lost, destroyed, or misplaced while in transit before the

Check physically arrives at the premises of the Bank or our Service provider. In no event shall we be liable for any loss of cash that a Customer alleges has been sent to the Lockbox.

Irregular Items: We may reject Checks for deposits that are irregular in any way. Unless we agree otherwise in writing (e.g., in your setup form), we may process, send for collection, or forward to you for disposition: Checks that contain discrepancies (e.g., a difference between the written and numerical amounts), postdated Checks, stale dated Checks, Checks bearing payee names different from your name (or any fictitious or other business name that you provide us for that purpose), Checks that do not bear the drawer's signature, Checks that appear to be altered, Checks drawn on a foreign bank or in a foreign currency, and other irregular items. If we agree to reject checks that are irregular in any way, we will attempt to catch such irregularities, but assume no responsibility for our failure to do so.

We assume no obligation to identify and/or return items bearing notations such as "Payment in Full." [Note: Some Customers imprint such notations on checks as a normal business practice. We generally process such items.] Unless we agree otherwise in writing, we assume no duty to confirm that any payment equals the amount of any accompanying payment coupon, statement or invoice. You agree not to send or have others send registered warrants, remotely created checks or demand drafts (items that do not bear the maker's signature, but purport to be authorized by the maker) to the Lockbox.

Record of Payments: We will make a copy or record of each Check processed pursuant to this Service and will retain the record for several years. At your request and expense, we will prepare copies of Checks for you. You acknowledge that microfilm or image processing is subject to error on occasion and agree to hold us and any third party processor we use harmless from all claims, actions, damages, attorney's fees and costs associated with our inability to produce copies of Checks.

Post-Termination: You agree to notify Customers to stop sending payments through the Lockbox following the termination of this Service. At your request, we may (in our sole discretion) agree to continue processing payments and/or will forward mail received through the Lockbox to you for a short period of time following the date of termination. Such processing will be subject to the terms of this Agreement in effect on the date of termination. Otherwise: (a) we may terminate the Lockbox and/or refuse to pick up any further mail from the Lockbox; (b) we will forward or send to you by courier (at your expense) any Lockbox mail that comes into our possession; and (c) if you fail or refuse to pay our expense for sending you such mail, we may return or send, at your expense, any Lockbox mail to the sender (if known).

15. Cash Vault Service. With this Service we will make arrangements with a cash vault service company ("**Company**") to accept coin, currency and checks from you for deposit to your Bank account(s). We also will make arrangements with the Company, at your request, to provide cash to you.

Your Courier: You will need to make arrangements with a courier or armored carrier ("**Courier**") to transport deposits and withdrawals ("**Shipments**") between your locations and the Company. The Courier will act as your agent while transporting Shipments. You will not have direct personal access to funds at Company's cash vault locations.

Your Instructions: You authorize us to accept Service instructions from any authorized signer on your Bank account(s) and/or from any other person you designate for that purpose. We may act upon the instruction of any one person, even if your account agreement calls for two or more signatures on checks. We also may call any one of those persons to confirm the authenticity and content of your Service instructions. We may refuse any Service instruction that we cannot confirm to our satisfaction. You agree that this callback procedure is reasonable, given the nature, size and frequency of your Service transactions. You agree to be bound by any Service instruction that we confirm in this manner, even if the instruction is not authorized by you. You must provide us with at least 15 days' prior notice of any requested change in your Courier, Shipment order limits (if

applicable), standing order instructions and other Service parameters. We will advise you when the change will become effective.

Deposits: You may deliver deposits to us through the Service only through the Courier previously designated in writing to us. You agree to comply with the cash vault procedures (the “**Procedures**”) that we and/or the Company adopt from time to time. Your Shipments must be made in sealed bags that are approved for use by the Company and must be accompanied by deposit tickets. The Company or we may reject any Shipment that we or the Company find unacceptable or irregular (e.g., shipment bags that have holes or are not properly sealed).

Shipments made in accordance with the Procedures will be deposited by us into your designated Bank account(s). The timing of the deposit may depend on whether your deposit is received by the Company before or after the processing cutoff hour for the Service (You can obtain information on the current cutoff hour from your Bank account officer). Shipments received before the cutoff hour on a banking day will be provisionally credited to your account(s) on the morning of the following banking day. If your deposit is received after the cutoff hour or on a weekend or holiday, however, it may not be available for an additional business day.

Company will provide your Courier with a receipt for each Shipment, and information regarding your deposit will be reflected in your regular monthly statement. Information regarding your Shipments may also be made available to you electronically.

Our records and the adjusted records of the Company with respect to the contents of your Shipment will be deemed conclusive evidence of the contents of your Shipment. Any adjustments made by Company will be credited or debited to your account.

Cash Withdrawals: You agree to follow the Procedures when ordering cash for withdrawal. You also agree to verify all cash Shipments in the manner described below and as otherwise directed by the Company (either directly or through us).

Withdrawal Orders – You may submit cash withdrawal orders (and change or cancellation orders) to the Company by telephone. We will charge your designated account for the amount of the order and direct the Company to disburse cash to you. You must provide the Company with your cash withdrawal order at least one business day prior to the requested date of the Shipment. We or the Company may reject any cash withdrawal orders if you do not have sufficient available funds.

Verification of Cash Shipments – You agree to promptly verify the amount of cash you receive in any Shipment. The Company may require your Courier to sign a receipt for each Shipment.

Notification of Differences – You will report cash differences to us and the Company within five days of your receipt of a cash Shipment. The report must be in writing and must be accompanied by the shipping bag and any accompanying documentation. Differences of \$50.00 or more must be reported immediately by telephone, followed by a written report to us and the Company.

If you fail to comply with the inspection, verification and notification procedures required by this Agreement, you will be deemed to have waived any claim against the Bank for lost, mutilated or missing cash.

Risk of Loss: The Courier will be deemed your agent, not an agent of the Bank. As between you and the Bank, you assume all risk of loss of or damage to Shipments while they are in transit to or from Company’s location. Your Shipments will not be deemed to be received by us unless and until they are (a) received, counted and reconciled against your deposit tickets at the cash vault by the Company, and (b) we are notified that the Shipments have been verified as correct by Company. Information set forth in Company receipts is subject to

later adjustment, based on Company's review of your deposit. We may charge your account with us for any adjustments made by the Company involving deposits (e.g., for counterfeit currency).

Cash withdrawals will be deemed received by you when the cash Shipments are delivered by the Company to your Courier. We make no warranty or representation regarding your Courier or assume any liability whatsoever for any action or omission of the Courier. You are solely responsible for determining whether the Courier has adequate insurance coverage in connection with any risk of loss.

Reliance on Company: Our ability to provide the Service is dependent upon the availability of the Company to provide certain related services. You agree that we will have no liability to you if Company is unable or unwilling for any reason beyond our immediate control to provide services required for the Service.

Notices: You agree to notify us immediately if you discover: (a) any error or discrepancy between your records and the information we provide to you about your accounts or Shipments (e.g., in a statement, confirmation, or electronic report); (b) unauthorized transactions involving any account; or (c) other problems related to the Service. You must send us a written notice of any discrepancy or other problem, including a statement of the relevant facts, within a reasonable time (not to exceed 5 days from the date you first discover the problem or receive information reflecting the problem, whichever occurs first).

16. Stop Payment Service. You may stop the payment of a check or other transaction by following the procedures established for the specific Service. For ACH stop payments, call 1-855-351-2262 or visit one of our branches. To stop payment on a check, you must provide us with timely, complete and accurate information on: the number of the account in question; the date of the item; the item number; the payee information and the EXACT amount of the item (dollars and cents). If any information is incomplete or incorrect, we will not be responsible for failing to stop payment on the transaction. Requests become effective when we confirm their receipt and have verified that the item has not been paid. There is a fee for each request (effective for six months), whether or not we receive your request in time to act upon it. Requests received after our cutoff hour or on non-business days may be deemed received by us as of the start of the next business day. If our on-line system is not available for any reason, you can contact one of our local branch offices during our regular business hours to make your request.

17. ACH Positive Pay. This Service provides you with a way to identify and prevent the payment of ACH transactions that you may not have authorized. The ACH Positive Pay Service allows you to establish parameters on all incoming ACH transactions to your account. You authorize and instruct us to pay ACH transactions within your parameter list aka "authorized list" without further investigation or review by us. You agree that: (a) incoming ACH transactions that match your "authorized list" are, and should be treated by us as authorized payments. We have no further duty to validate the payment instruction.

Exception ACH Transactions: Any ACH transactions not in your "authorized list" will be treated as exceptions ("Exception ACH"). Generally, we will send you an e-mail if there are Exception ACH transactions informing you that an Exception ACH report ("Exception ACH Report") may be accessed using the Service. We will return all Exception ACH transactions unless otherwise instructed with a Pay Decision (as described below). The e-mail notice will be sent to the most current e-mail address we have for you in our Service files. This could be the address of your Administrator or another User. You agree to ensure that the appropriate e-mail address is kept up-to-date and is accurate at all times.

Reviewing Exception ACH: You will review your Exception ACH Report and provide us with your "Pay" or "Return" decision(s) no later than our cutoff hour of 12:00 PM PST each business day, whether or not you receive an e-mail notification from us. You understand and agree that it is your responsibility to monitor the Exception ACH Report and provide us with your decision(s).

Return of Exception ACH Transactions: We will return all Exception ACH transactions unless we receive a Pay decision on the items by our cutoff hour of 12:00 PM PST on the business day the ACH Transactions are first reported in an Exception ACH Report. If you take no action on an Exception ACH Transaction Report or on any individual Exception ACH transaction, or your Pay decision is not received by us before our cutoff hour of 12PM PST, your transaction will be returned. In these circumstances, even a properly authorized transaction may be returned and you waive any right you may have to claim that the transaction was authorized.

Payment of Exception ACH Transactions: If we pay an Exception ACH transaction in error, we will be liable to you for the lesser of the amount of the wrongfully paid Exception ACH transaction or the actual damages you have suffered from our payment of the Exception ACH transaction. However, if payment of the Exception ACH transaction discharged an indebtedness or obligation of yours and because of this you have no actual damages or reduced damages, then you agree that our liability to you is reduced to the same extent.

Faulty Information: You agree to provide ACH transaction information to us in the form, format and manner that we specify. You assume full responsibility for the completeness and accuracy of all information furnished to us. You understand that it is important for the information to be exact (for example, the correct Standard Entry Class Code, Company ID, amount of an item must include both dollars and cents, etc.). Our willingness to process nonconforming information will not be considered a waiver of any requirement of this Agreement, and we may discontinue processing nonconforming information without prior notice. You are responsible for updating your authorized list should a specific debit or credit entry (ies) is/are later revoked.

18. ACH Blocks: The ACH Block Service allows you to restrict the posting of all ACH transactions to your account. Per your instructions, we will return all ACH transactions presented against your account. ACH transactions refer to ACH debits, credits, or both debit and credit transactions. Any transactions converted into an ACH entry such as check will also be returned.

19. Banc of California BanConnect™: The Banc of California BanConnect™ Service provides you access to an information reporting and transaction initiation system (each of which is referred to as the "System"), and authorizes System operators in accordance with your instructions. You authorize us to store, process, transmit and make available through subcontractors and systems and through third party data processing providers information regarding your accounts and transactions. We will provide your information regarding your account(s) with us through the System on a periodic basis.

Banc of California BanConnect™ allows you to engage in the following activities:

- Funds Transfer Services
- Automated Clearing House
- Stop Payments (Quicklink Services only)
- Information Reporting and Transaction Initiation Service

Some of the foregoing Banc of California BanConnect™ may be unavailable to you. Further, the Banc of California BanConnect™ does not include all of the services otherwise accessible using the Business Online Banking System.

Access to Banc of California BanConnect™: In order to access the Banc of California BanConnect™, you will be required to purchase, install and maintain the necessary software in order to transmit data in a specified Bank approved file format. You agree to maintain and implement the security controls recommended by your third party software, such as, but not limited to: Approval Workflow, Separation of Duties, Passwords, and Audit Trails. You are responsible for learning how to use the Banc of California BanConnect™ and related Software in accordance with the Software application and online instructions and agree that you contact us directly if you have any problems with Banc of California BanConnect™. You also accept responsibility for making sure that

you know how to properly use and maintain the hardware you choose to use to access the Banc of California BanConnect™ ("Access Device").

Relationship to Third Party Agreements: You agree that, when you use the Banc of California BanConnect™, you remain subject to the terms and condition of your existing agreements with any third party service providers. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of the Banc of California BanConnect™ (such as data usage or storage charges imposed on you by your service provider) for your use of or interaction with the Banc of California BanConnect™, which may include downloading software receiving or sending bank related messages, or other use of your Access Device when using the Banc of California BanConnect™. You agree to be solely responsible for all such fees, limitations and restrictions. You also agree that only your third party service provider is responsible for its products and services. Accordingly, you agree to resolve any problems pertaining to your Access Device with such provider directly.

Security of Data Transmission and Storage: In the event you access the Banc of California BanConnect™ using a wireless access device, you acknowledge that any wireless access to your accounts may not be secure and, as such, you assume all the risk associated with unauthorized access to the Banc of California BanConnect™ and any information contained therein, resulting from such wireless connectivity.

In any event and without limiting the foregoing, you assume all risk that any information you download or otherwise store on your Access Device may be accessed by unauthorized third parties. We are not responsible for the security and confidentiality of information when you: (i) use wireless connections to access, transmit or download your account information, in which case you acknowledge such connection may permit other persons to access the information being downloaded, (ii) download your account information to your Access Device, or any other hardware; or (iii) allow other persons access to your Access Device, or the Banc of California BanConnect™. You agree that any account information that you download is done at your own risk and you are solely responsible for any damage that might occur to the electronic device to which you download any information, or any loss or corruption of data that might occur as a result of the downloading or its storage on an electronic device.

YOU AGREE TO TERMINATE THE BANC OF CALIFORNIA BANCONNECT™, OR DISABLE YOUR REGISTERED ACCESS DEVICE FROM THE BANC OF CALIFORNIA BANCONNECT™ IMMEDIATELY IN THE EVENT YOUR ACCESS DEVICE BECOMES LOST, STOLEN OR IS NO LONGER IN USE BY YOU.

Your Obligations: You represent and warrant the following by enrolling for Banc of California BanConnect™, or by using the Banc of California BanConnect™:

Account Ownership/Accurate Information: You represent that you are the legal owner or an authorized user of the accounts and other financial information which may be accessed via the Banc of California BanConnect™. You represent and agree that all information you provide to us in connection with the Banc of California BanConnect™ is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using the Banc of California BanConnect™. You agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate. You represent that you are the only authorized user of the Access Device that you will be using to access the Banc of California BanConnect™. You agree not to deactivate or disable any password protection or other security protocols or protections or reliability technology incorporated in the Software, as applicable, and will assume responsibility for any unauthorized transactions, including inquiries and transfers, that occur as a result of that deactivation or disabling action.

User Conduct: You agree not to use the Banc of California BanConnect™ or the content or information delivered through the Banc of California BanConnect™ in any way that would: (i) infringe any third-party copyright,

patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (ii) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of the Banc of California BanConnect™ to impersonate another person or entity; (iii) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination, false advertising or illegal Internet gambling); (iv) be false, misleading or inaccurate; (v) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (vi) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (vii) potentially be perceived as illegal, offensive or objectionable; (viii) interfere with or disrupt computer networks connected to the Banc of California BanConnect™; or (ix) use the Banc of California BanConnect™ in such a manner as to gain unauthorized entry or access to the computer systems of others.

Service Limitations: The availability, timeliness and proper functioning of the Banc of California BanConnect™ depends on many factors, including network availability, and the proper functioning and configuration of hardware, the Software and your Access Device. Neither we nor any of our service providers warrants that the Banc of California BanConnect™ Service will operate without interruption, and neither we nor our service providers shall be liable for any loss or damage caused by any unavailability of the Banc of California BanConnect™, including service interruptions, delays, or loss of personalized settings. Neither we nor any of our service providers assumes responsibility for the operation, security, functionality or availability of any Access Device, the Software or network which you utilize to access the Banc of California BanConnect™. You agree to exercise caution when utilizing the Banc of California BanConnect™s on your Access Device and use good judgment and discretion when obtaining or transmitting information available by the Bank on its Internet website are derived from sources which the Bank reasonably believes to be reliable but you agree that neither the Bank nor any third party shall be liable or responsible for any action or inaction taken or not taken by you in reliance on such information or any of it. The Bank does not guarantee the accuracy, completeness, timeliness or correct order of any of the information and the fact that information is available on the website does not constitute a recommendation by the Bank of any of the information.

No Warranties. You acknowledge that we have not acted as your advisor or as a fiduciary with respect to the Service. THE SERVICE IS MADE AVAILABLE TO YOU “AS IS” AND THE BANK MAKES NOWARRANTY, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF

THE SERVICE. The Bank shall not be liable to you for any direct or indirect damages or losses suffered or incurred by you in connection with the Service or for any failure to provide or delay in providing access to the Service except to the extent such damages or losses arise directly from the gross negligence or willful misconduct of the Bank. Liability on any cause of action arising out of this Service shall be limited to making error corrections or reprocessing the affected Transaction at the agreed rate, or both. Notwithstanding any provision herein to the contrary, IN NO EVENT SHALL THE BANK HAVE LIABILITY FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE, OR INDIRECT DAMAGES OR LOSSES WHETHER ANY CLAIM FOR SUCH DAMAGES OR LOSSES IS BASED IN TORT OR IN CONTRACT OR WHETHER THE BANK KNEW OR SHOULD HAVE KNOWN OF THE LIKELIHOOD OF SUCH DAMAGES.

GENERAL PROVISIONS

20. Amendments: We may add to, delete or change the terms of this Agreement, the Service fees, and the User Guides by providing you with prior notice. We may amend our security procedures without prior notice if immediate changes are required for security reasons or the changes do not have a material effect on your use of the Services.

21. Assignment: We may assign our rights and delegate our duties under this Agreement to a company affiliated with us or to a third party. You may not assign any right or delegate any obligation under this Agreement without our prior written consent.

22. Cutoff Hours and Business Days: Some of our Services are subject to processing cutoff hours. Information on cutoff hours can be found in certain User Guides and Service schedules. You also can obtain information on cutoff hours by calling us at 1-855-351-2262. Our business days are Monday through Friday, excluding holidays. Instructions received after a cutoff hour or on a non-business day may be deemed received as of the next business day. We may occasionally shorten our cutoff hours due to early closure of the Bank in observance of legal holidays. If we do, we will post an online notice of the change or send a notice to you in advance. Services may occasionally be unavailable due to needed maintenance or system/network interruptions.

23. Electronic Mail/Internet: If you send us electronic mail ("e-mail"), we may not receive or review it immediately. We will have a reasonable time to act upon any e-mail request or notice, and reserve the right to reject any transaction or request received by e-mail (e.g., a request to wire funds). You acknowledge that, even though e-mail may be encrypted, we cannot ensure that it will not be intercepted or affected by the actions or omissions of others, such as third party networks or persons with access to the Internet. Our service providers and we assume no responsibility for viruses created by third parties, or for any third party's unauthorized access to, or use of, your computer system. Please do not include any sensitive information about yourself or your accounts in e-mail that is not encrypted and sent through a secure e-mail system.

24. Entire Agreement: This Agreement incorporates, supplements, and supersedes where inconsistent the terms of your account agreement with us. Please see your account agreement with respect to waivers, severability, overdrafts, and dispute resolution. Unless we provide otherwise in writing, they constitute (along with any related Service applications, addenda, setup forms, User Guides, and schedules) the entire agreement between you and us with respect to the Services.

25. Fees: You agree to pay us the fees we establish for each of the Services (see our related fee schedules for details). If your accounts with us are analyzed, you may be able to use your available earnings credit to offset certain Service charges. If your analyzed accounts contain funds belonging to third parties, you represent that your use of any related earnings credit is not limited by law, regulation or any agreement with such third parties, and that you have any required authorization by such third parties for such use.

In addition to the Service fees, you agree to pay for all taxes, tariffs, fines, penalties and assessments levied or imposed by any government agency in connection with the Services, this Agreement, and/or the Equipment made available to you (excluding any income tax payable by us). You also are responsible for the costs of any communication lines and any data processing charges payable to third parties.

26. Financial Statement: You agree to provide us with a current financial statement and other information regarding your financial condition upon our request.

27. Governing Law/Compliance: This Agreement will be governed by and construed in accordance with the laws of California, without reference to its conflict of law provisions. You agree not to conduct any transactions that would violate the laws of any state or the United States, including the economic sanctions administered by the U.S. Treasury's Office of Foreign Assets Control. You may not use your account or any account-related service to process Internet gambling transactions or facilitate any activity that would violate applicable law.

28. Indemnification: You agree to indemnify, defend and hold us, our parent company, affiliates, and subsidiaries, and our respective directors, officers, employees and agents, harmless from and against any claim, damage, loss, liability and cost (including, without limitation, attorney's fees) of any kind which results directly or indirectly, in whole or in part, from: (a) our actions or omissions, if they are in accordance with your instructions or the terms of this Agreement; (b) the actions or omissions of you, your agents or employees; (c) any warranty that we or a correspondent bank are required to make to a third party in connection with a Service; or (d) your use or distribution of any equipment or software made available to you through a Service

that is inconsistent with the license or sublicense that you receive. This provision shall survive the termination of this Agreement.

29. Information Processing and Reporting: We offer a number of Services that require us to receive process and report information involving your accounts and transactions. We will not be responsible for determining the accuracy, timeliness or completeness of any information that you, your agents or others provide to us. We will not have a duty to interpret the content of any data transmitted to us, except to the limited extent set forth in this Agreement. Unless otherwise agreed in writing, we will not be required (by means of any security procedure or otherwise) to detect errors in the transmission or content of any information we receive from you or third parties. Our sole responsibility for any reporting errors caused by us will be to reprocess the information for the period in question and to provide corrected reports at our own expense. You agree to maintain adequate backup files of the data you submit for a reasonable period of time in order to facilitate any needed reconstruction of your transactions (e.g., due to a telecommunications failure). If we are unable to provide a Service for any reason, we will promptly inform you of the problem and will take reasonable steps to resume processing.

We are not responsible for the manner in which you use any information provided or made available to you through a Service. We are not responsible for any cash management program or financial software used by you. We do not commit to continue to provide information in any particular format or otherwise in a manner that is compatible with any program used by you.

30. Judicial Reference: If a dispute involving \$50,000 or more arises between us with respect to this Agreement, its enforcement or our Services, either of us may require that it be resolved by judicial reference in accordance with the terms of your account agreement.

31. Limitation of Liability: Except as otherwise stated in this Agreement, we will be liable to you only for damages arising directly from our intentional misconduct or gross negligence in the performance of the Services. We will not be responsible for any loss, delay, cost or liability to the extent that it arises, directly or indirectly, in whole or in part, from: (a) your actions or omissions, or those of third parties which are not within our immediate and reasonable control (including, but not limited to, any Internal Security Breaches or the interception, corruption and/or modification of instructions that you send to us); (b) your negligence or breach of any agreement with us; (c) any ambiguity, inaccuracy or omission in any instruction or information provided to us; (d) any error, failure or delay in the transmission or delivery of data, records or items due to a transmission error or a breakdown in any computer or communications facility; (e) accidents, strikes, labor disputes, civil unrest, fire, flood, water damage (e.g., from fire suppression systems), or acts of God; (f) causes beyond our reasonable control; (g) the application of any government or funds-transfer system rule, guideline, policy or regulation; (h) the lack of available funds in your account to complete a transaction; (i) our inability to confirm to our satisfaction the authority of any person to act on your behalf; or (j) your failure to follow any applicable software manufacturer's recommendations or our Service instructions. There may be other exceptions to our liability, as stated in your account or other Service agreements with us.

We will not be responsible under any circumstances for special, indirect, or consequential damages which you incur as a result of our actions or omissions, even if we are aware of the possibility for such damages. Our liability and your remedy for actual costs and losses resulting from our failure to transmit funds in the correct amount or to the correct beneficiary listed in your funds transfer Orders shall not exceed the direct money damages that you incur as a result of the failure (e.g., the amount of a wire transfer that is sent to the wrong party, or the amount by which a transfer exceeds the amount you authorized, plus interest as permitted by law). In all other cases, our liability and your remedy for actual costs and losses resulting from our actions and/or omissions, whether the claim is in contract or tort, will not exceed the lesser of (i) six times the average monthly charge for the Service(s) in question for the three months immediately preceding the cost or loss, or (ii) \$25,000.

Any claim, action or proceeding by you to enforce the terms of this Agreement or to recover for any Service-related loss must be commenced within one year from the date that the event giving rise to the claim, action or proceeding first occurs. You agree to cooperate with us in any loss recovery efforts we undertake to reduce any loss or liability that arises in connection with your Services. You acknowledge that our Service fees have been established in contemplation of: (a) these limitations on our liability; (b) your agreement to review statements, confirmations, and notices promptly and to notify us immediately of any discrepancies or problems; and (c) your agreement to assist us in any loss recovery effort.

32. Notices: You agree to notify us immediately if you discover: (a) any error or discrepancy between your records and the information we provide to you about your accounts or transactions (e.g., in a statement, confirmation, or electronic report); (b) unauthorized transactions involving any account; (c) a breach in the confidentiality of any Password; or (d) other problems related to the Services. You must send us a written notice of any discrepancy or other problem, including a statement of the relevant facts, within a reasonable time (not to exceed 15 days from the date you first discover the problem or receive information reflecting the problem, whichever occurs first). If you fail to notify us in writing within 15 days, you agree that, in addition to any other limitations on our liability: (a) in the case of an erroneous funds transfer, you will be liable for all losses up to the amount thereof (as well as any loss of interest), which result from your failure to give us such notice or which might have been prevented by your giving us such notice; and (b) in the case of an unauthorized funds transfer, we will not be liable for any loss of interest which results from your failure to give us such notice or which might have been prevented by your giving us such notice.

You agree to provide us with at least 30 days' advance notice of: (a) any material (20% or greater) change in your ownership; (b) any material change in the type, scope or nature of your business; or (c) any anticipated (20% or greater) increase in the amount or volume of your automated clearing house transactions over the preceding calendar quarter (if applicable). Unless otherwise agreed, notices required by this Agreement must be in writing. Notices to you may be mailed or sent to you at the statement, e-mail or mailing address shown for you in our deposit or Service records, or by posting the notice at our website. You agree to provide us with advance notice of any change in your address or email address. Notices to us must be sent to us at Banc of California, NA, Attn: Treasury Management Services, 3 MacArthur Place, Santa Ana, CA 92707. We may monitor and record your telephone and electronic communications in connection with the Services at any time.

33. Records: Unless a different period is provided in a User Guide, you will retain and provide to us, upon request, all information necessary to remake or reconstruct any transaction, transmission, file or entry until ten business days following receipt by us of the transaction document, tape, file, entry, transmission, or other order affecting an account.

34. Reliance on Third Parties: Our ability to provide certain Services is dependent upon our ability to obtain or provide access to third party vendors and networks. In the event any third party is unavailable or we determine, in our discretion, that we cannot continue providing any third party network access, we may discontinue the related Service or may provide the Service through a different party. In such situations, we will have no liability for the delay or unavailability of access. You acknowledge that your rights under this Agreement are solely and exclusively against the Bank; you have no right or recourse against any third party service provider that we may use in providing our Services. We will not be responsible for any services you receive from third party vendors.

35. Reserve Account: We may require that you establish and maintain a reserve account ("**Reserve Account**") with us to cover your obligations under this Agreement. For our Remote Deposit Capture Service, this includes (without limitation) Service transactions which: (a) the ostensible drawers of Checks claim lack their endorsement or authorization; (b) the drawers of Checks claim are in an amount and/or on terms not authorized by them; and/or (c) are subject to claims of breach of warranty. You grant us a security interest in the Reserve Account for all obligations owing to us under this Agreement. The Reserve Account will only bear

interest if it is opened by you and us as an interest-bearing account. You shall deposit the amount that we designate in the Reserve Account within five days from our request.

If we determine that your reserves may not be sufficient to cover our risk for potential claims (e.g., based on factors such as the volume and amount of past or current returns/claims, your financial condition, the risk of new product offerings by you, fraud losses, substantial increases in the average number or amount of transactions, and other relevant circumstances), we may increase the amount of the required reserve by providing a notice to you. If you fail or refuse to deposit sufficient reserves promptly upon our request, we may transfer funds to the Reserve Account from the proceeds of your deposits or from your other accounts with us. We may charge any of your accounts, including the Reserve Account, for any loss or claim. Your obligation to us for any loss or claim, and our right to charge your accounts, will not be limited by the balance or existence of any reserve. Upon the termination of this Agreement, we may require, and you shall promptly deposit, funds in the Reserve Account that we estimate may be needed to cover potential returns and claims that may arise after termination. This provision shall survive the termination of this Agreement.

36. Security Interest: You grant us a security interest in your accounts with us (other than fiduciary accounts maintained for the benefit of others) to secure the repayment of any overdraft or other obligation that you incur under this Agreement.

37. Audit: You agree to cooperate with us in any audit we undertake to confirm your compliance with this Agreement. You also agree to provide us with information regarding the nature of your business, your principal owners, the transactions subject to this Agreement, and (if applicable) the reasons for any returns, promptly upon our request.

38. Termination: Either party may terminate this Agreement as to some or all of the Services, with or without cause, by giving 30 days prior notice to the other party. We may suspend or terminate any Service or this Agreement immediately and without prior notice if: (a) you breach any agreement with us; (b) the confidentiality of your Password is compromised; (c) we have reason to believe that an unauthorized transaction has taken or may take place involving any of your accounts or any of the Services; (d) you become insolvent or the subject of a bankruptcy, receivership, or dissolution proceeding; or (e) we are uncertain as to any person's authority to give us instructions regarding your accounts or the Services. The termination of this Agreement will not affect the rights or obligations of the parties that arise prior to termination (e.g., the indemnification and record retention requirements).

39. Third Parties: This Agreement is made for the exclusive benefit of you and us. No third party has any rights under this Agreement. Unless you have our prior written consent, you may not use the Services to process transactions for third parties or permit others to initiate Service transactions on your behalf.

40. Transaction Limits and Safeguards: You agree not to exceed the transaction limits we establish from time to time for your account or any Service. You will not allow anyone to initiate transactions on your behalf without proper supervision and adequate safeguards. You agree to review pending instructions prior to their submission to ensure that they are complete, accurate and properly authorized.