

INTERNET BANKING AGREEMENT

The terms “we,” “us,” “our,” and “Bank” refer to Bank of Colorado. The terms “you” and “your” refer to Company. This Internet Banking Agreement (“Agreement”) is in addition to the other agreements, including, but not limited to your deposit account agreement, between you and Bank. If there is a conflict between the terms and conditions of this Agreement and one or more terms contained in the other agreements between you and Bank, this Agreement will control.

ARTICLE I General Terms and Conditions

1. **Services.** In conjunction with PinnBank For Business online banking, Bank agrees to provide Company with the services described within each applicable article of this Agreement. Individual services (including but not limited to, Funds Transfer, ACH Services, Wire Transfer Services, Remote Deposit Capture Services and Positive Pay Services, as each of those terms is defined herein) shall collectively be defined as the “Internet Banking Services”.
2. **Authority.** Company warrants to the Bank that it has full and complete authority to enter into this Agreement. Bank may accept oral or written instructions (including written instructions sent via facsimile or other electronic transmission) from any person, and any person may utilize the services, who (1) is an authorized representative or authorized person of Company; or (2) represents that they are such an authorized person or representative; or (3) who has been provided an Access ID and a Password by Company, or (4) provides a valid Access ID and a Password (collectively an “Authorized Person”). Bank may require further written confirmation of instructions given orally or by facsimile. Any person who is authorized to sign on an account is also deemed to be authorized to conduct any transaction related to that account. Bank may, in its discretion, rely on any written notice containing signatures of an Authorized Person if Bank believes, in good faith, that the signature is genuine. Each Authorized Person may act alone. If Bank receives conflicting instructions from Authorized Persons, Bank may (a) honor one or more of the instructions received, (b) refuse to honor any of the instructions until Bank receives instructions to which all Authorized Persons agree or (c) submit to a court all funds that are subject to the conflicting instructions.
3. **Fees and Charges.** Company agrees to immediately pay the Bank for the Internet Banking Services in accordance with the Bank’s fee schedule **provided at the time of account opening**. The Bank may modify its fee schedule at any time upon thirty (30) days prior written notice to Company. Company is also responsible for any telephone charges that you incur by accessing Company accounts utilizing the Internet Banking Services and other applicable fees. In addition to such charges, Company shall be responsible for payment of, any sales, use, excise, value added, utility or other similar taxes relating to the services provided for herein, and any fees or charges provided for in the agreement between Bank and Company.
4. **Disclaimer of Warranties.** Bank makes no representations or warranties to Company or any other person, express or implied, in law or in fact, and disclaims any and all implied warranties, including, but not limited to, the implied warranties of fitness for a particular purpose, merchantability or suitability, to company or any other person, of any of the services provided by Bank under this Agreement or any computer software products or programs provided by Bank under this Agreement, or as to the stability or compatibility of Bank’s software, equipment or communication interfaces with those used by Company.
5. **Liability; Limitations on Liability; Indemnity.**
 - a. Bank shall be responsible only for performing the services expressly provided for in this Agreement, and shall be liable only for its negligence in performing those services. Bank shall not be responsible for Company’s acts or omissions (including without limitation the amount, accuracy, timeliness of transmittal or due authorization of any Entry (as that term is defined in Article VI below) received from Company or its Authorized Agent) or those of any other person, including without limitation any Federal Reserve Bank or transmission or communications facility, any Receiver or Receiving Depository Financial Institution (including without limitation the return of an Entry by such Receiver or Receiving Depository Financial Institution), and no such person shall be deemed Bank’s agent. Company agrees to indemnify Bank against any loss, liability or expense (including attorneys’ fees and expenses) resulting from or arising out of any claim of any person that Bank is responsible for any act or omission of Company or any other person described in this Section.
 - b. If the authority contained in this Agreement or any other agreement between Bank and Company should be revoked or terminated by operation of law without notice, it is agreed that Bank shall be held harmless from any loss suffered or liability incurred by acting after revocation or termination in the absence of such notice. Bank shall only be liable for Company’s actual damages due to claims arising solely from Bank’s obligations to Company with respect to Entries transmitted pursuant to this Agreement. In no event shall Bank be liable for any consequential, special, punitive or indirect loss or damage which Company may incur or suffer in connection with this Agreement, including without limitation loss or damage from subsequent wrongful dishonor resulting from Bank’s acts or omissions pursuant to this Agreement and any attachments, exhibits, schedules and/or amendments hereinafter attached hereto or incorporated by reference.
 - c. Without limiting the generality of the foregoing provisions, Bank shall be excused and held harmless from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond Bank’s control. In addition, Bank shall be excused and held harmless from failing to transmit or delay in transmitting an Entry if such transmittal would result in Bank having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in Bank

otherwise violating any provisions of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.

d. The Bank's liability for damages arising out of this Agreement will not exceed the fees paid by Company to Bank within the (30) thirty days prior to the event giving cause to the claim, as stated in this Agreement. In no event shall either party have any liability to the other party or any third party for any lost profits or costs of procurement of substitute goods or services or for any indirect, special or consequential damage resulting from or arising out of this Agreement. Notwithstanding the foregoing, in no event shall Bank be liable for any losses or damages resulting from (a) services and/or data provided by Company's data processing vendor(s); (b) software defects in third party software not developed by or licensed from Bank; (c) a virus, the prevention of which was beyond the reasonable control of Bank, or (d) a third party gaining access to Bank's system and obtaining or altering data. Company understands and agrees that except as expressly set forth in this Agreement (including any other Attachment or Amendment hereinafter attached hereto), Bank does not make and hereby disclaims any warranties and that the warranties in this Agreement are in lieu of all other warranties, express or implied, including without limitation any warranties regarding the merchantability, suitability, originality, quality, non-infringement, fitness for a particular purpose, or otherwise (irrespective of any previous course of dealings between the parties or custom or usage of trade).

e. Subject to the foregoing limitations, Bank's liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average Federal Funds rate at the Federal Reserve Bank of New York for the period involved. At Bank's option, payment of such interest may be made by crediting the Authorized Account.

6. Termination. This Agreement is effective from the date of execution and shall remain in force until termination. This Agreement shall be terminated (i) upon thirty (30) days prior written notice by either party to the other, (ii) immediately upon termination of the relationship between the parties and (iii) immediately if Company fails to comply with the terms and conditions of this Agreement. In addition, Bank reserves the right to terminate this Agreement immediately upon providing written notice of such termination to Company. Any termination of this Agreement shall not affect any of Company's obligations arising prior to such termination.

7. Severability. If any section, provision or condition of this Agreement is deemed invalid or unenforceable, the provision deemed invalid or unenforceable will, to the extent permitted by applicable law, be deemed reformed so as to be valid and enforceable. If such reformation is not possible, this Agreement will be read as if that provision were never a part of it, and the remainder of this Agreement will be valid and enforceable.

8. No Waiver. No failure by either party to insist upon strict performance of any term or obligation in this Agreement or to exercise any right or remedy under this Agreement, nor acceptance of full or partial performance during continuance of a default hereunder, shall constitute a waiver of any such term, obligation, right or remedy or a waiver of any such default or rights or remedies pursuant thereto. If Bank waives any failure or breach of Company hereunder such waiver will not operate to waive any other breach of the same or different provision.

9. Attorney's Fees. In the event that this Agreement is breached by Company, in addition to any remedies provided herein or by applicable law, the Bank shall be entitled to the extent allowed by applicable law to recovery from Company all costs and expenses incurred by the Bank in enforcing its rights hereunder, including, without limitation, court costs, fees of consultants, and reasonable attorney's fees.

10. Additional Information. Company agrees to execute any additional documents and to provide any information (including information necessary to remake or reconstruct any transaction initiated utilizing the services hereunder) that Bank reasonably requests.

11. Force Majeure. No party will be deemed to have breached this Agreement if it fails to perform because of a cause beyond the reasonable direct control of that party, and without fault or negligence of that party. Examples of causes beyond the reasonable direct control of a party include, without limitation, any failure or interruption of any electronic communication system between Company and Bank, equipment or software failure or malfunction, electrical, computer, or mechanical failure or malfunction, action or inaction of government, civil or military authority, fire, strike, lockout or other labor disputes, flood, hurricane, war, riot, theft, earthquake, natural disaster, default of common carriers or third party vendors, and suspension in payments by another financial institution.

12. Successors and Assigns. This Agreement is binding upon and is for the benefit of Bank and Company and their respective successors and assigns. Bank may, at any time, assign this Agreement to any affiliate, subsidiary, parent, any company owned or controlled by any affiliate, subsidiary or parent company or any entity who acquires substantially all of the business of Bank. Otherwise, Bank and Company may not assign this Agreement to any other person without the express written agreement of the other party.

13. Amendments. We reserve the right to change the charges, fees or other terms described in this Agreement. Such amendments shall become effective upon receipt of notice by Company or such later date as may be stated in Bank's notice to Company. Bank shall notify Company of such amendments by mail or electronic mail, or by posting any such changes at the Internet Banking Services website.

14. Applicable Rules, Laws, and Regulations. This Agreement and any exhibit, attachment, schedule, and/or any amendment hereinafter attached hereto shall be governed by, and you agree to comply with, the laws and regulations of the State of Colorado and applicable Federal laws and regulations. Further, if any part of a wire transfer involves the use of Fedwire, as that term is defined below, the rights and obligations of Bank and Company regarding that wire transfer are governed by Regulation J of the Federal Reserve Board. In addition, you agree to be bound by and will comply with the terms of this Agreement and any exhibit, attachment, schedule, and/or any amendment hereinafter attached hereto.

Any dispute between Bank and Company must be brought in the relevant court in the county where Bank is located, and that Company will not claim that such a forum is inconvenient.

15. Notices. If this Agreement and any exhibit, attachment, schedule, and/or any amendment hereinafter attached hereto requires notice, such notice may, at the sole discretion of Bank, be sent by United States mail, electronic mail or hand delivered to the address set forth in this Agreement. Changes in either party's address must be sent to the other party according to these notification procedures at least thirty (30) days prior to its effective date.

16. Disputes.

a. Class Action Waiver. You and Bank both agree, to the fullest extent allowed by law, that (i) claims will not under any circumstances be pursued in Class Proceedings; (ii) Bank waives the right to bring or to participate in Class Proceedings against you; and (iii) you waive the rights to bring or to participate in Class Proceedings against Bank. If some other person initiates a Class Proceeding against you, Bank may not join that proceeding or participate as a member of that class. If some other person initiates a Class Proceeding against Bank, you may not join that proceeding or participate as a member of that class. For purposes of this Agreement, "Class Proceeding" shall mean any claim or claims brought by or on behalf of a class, brought in a representative capacity or otherwise on a class basis, or brought in the form of a private attorney general action, regardless of whether they are commenced in court or in arbitration.

b. Arbitration. Any controversy or claim arising out of or relating to this Agreement, any breach thereof, or the Internet Banking Services shall be decided by binding arbitration administered by the American Arbitration Association ("AAA") and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Bank shall, however, have the right to collect through a court proceeding any amount that may become due and owing for services provided under this Agreement including but not limited to late fees, court costs and attorneys' fees. Each party shall bear its own costs, fees and expenses incurred in connection with this arbitration proceeding, including attorneys' fees and expenses and witness costs and expenses, except as provided below. The arbitrator(s) shall apportion the fees, expenses and compensation of the American Arbitration Association and the arbitrator(s) between the parties in such amount as the arbitrator(s) determine is appropriate. Arbitration shall take place in Omaha, Nebraska. Notwithstanding the foregoing, a party may, without waiving any remedy under this Agreement, seek from any court with jurisdiction, interim or provisional equitable relief necessary to protect such party's rights or property. Any civil action seeking injunctive relief, challenging an arbitration proceeding or award or otherwise related to this Agreement will be instituted and maintained exclusively in the federal or state courts of Nebraska.

c. Ordinary Claims. "Ordinary Claims" are not subject to the arbitration provision and may be resolved through litigation. A claim will be considered an "Ordinary Claim" if all three of the following are true: (1) the only remedy being sought for the claim is monetary damages; (2) the recovery being sought for the claim is less than \$25,000, excluding interest and costs; and (3) the only parties to litigation to resolve the claim will be you, and Bank.

d. WAIVER OF RIGHT TO JURY TRIAL. YOU AND BANK EACH HEREBY WAIVE ANY AND ALL RIGHTS IT MAY HAVE TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTES, LITIGATION, PROCEEDING OR COUNTERCLAIM ARISING WITH RESPECT TO RIGHTS AND OBLIGATIONS UNDER THIS AGREEMENT, AND THE INTERNET BANKING SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY DISCUSSIONS, NEGOTIATIONS OR COMMUNICATIONS INVOLVING OR RELATED TO THIS AGREEMENT OR THE INTERNET BANKING SERVICES."

17. Headings. Headings are used for referenced purposes only and shall not be deemed a part of this Agreement.

18. Electronic Documentation.

a. This consent and disclosure applies to all accounts you currently have or open in the future with us for which you are transacting electronically and wish to receive disclosures, statements and other Communications (as defined below) online. You must be an owner/signer on all accounts you wish to authorize electronic delivery.

b. "Communication" means any account statement, periodic statement, or authorization, agreement, disclosure, notice, or other information related to your account, including information that we are required by law to provide to you in writing.

c. You will receive an email stating your documents are available for viewing on PinnBank For Business. If you choose to receive any documentation electronically, you understand that you will not automatically receive the documents in paper form. We will not send paper Communication on any account you are transacting on electronically until you withdraw this consent.

d. You have the right (or option) to have any of the documentation made available on paper form. You may obtain the documentation on paper by verbally requesting a paper copy at a Bank branch, or by mailing a signed, written request for a paper copy to a Bank branch. All requests should include the account number and the date of the document you wish to receive as well as your name and address. We may charge you a reasonable service charge for the delivery of paper copies of any Communication provided to

you electronically pursuant to this authorization. We reserve the right to provide a paper instead of electronic copy of any communication you have authorized us to provide electronically.

e. Consent to receive electronic Communications includes:

- Legal and regulatory disclosures and Communications associated with your account.
- Disclosures including periodic or monthly billing statements.
- Change in terms notices as to your account.
- Annual or revised privacy notice.

f. You have the right to withdraw prospectively your consent to receive any documentation electronically. You may withdraw your consent by verbally requesting so at a Bank branch, or by mailing a signed, written revocation to a Bank branch. All requests should include the account number, type of account documentation (checking notices, loan notices, etc.), the revocation date, and your name and address.

g. Withdrawal of your consent to receive electronic Communications will be effective only after we have a reasonable period of time to process it. It is your responsibility to provide us with an accurate and complete email address and to update promptly any changes in this address. If your email address changes, you must notify Bank of the change and authorize Bank to update the information **currently on file with Bank**. All changes should include all account numbers(s), type of account documentation (checking statements, certificate notices, etc.), your new email address, and your name and address.

h. To access, download and print the documents, you will need to have a personal computer with Internet and email access. As part of our ongoing effort to increase the security of the PinnBank For Business site, we require all browsers accessing secure pages within the PinnBank For Business site to support strong encryption. You are also required to have an updated version of Adobe Reader to open and view the documents.

i. We reserve the right, in our sole discretion, to discontinue the provision of your electronic Communications, or to terminate or change the terms and conditions on which we provided electronic Communications. We will provide you with notice of any such termination or change as required by law.

j. All Communications in either electronic or paper format from us to you will be considered in writing. You should print or download for your records a copy of any online documents. You acknowledge and agree that your consent to electronic communications is being provided in connection with a transaction affecting interstate commerce that is subject to the Electronic Signatures in Global and National Commerce Act ("ESIGN"), and that you and we both intend that the ESIGN apply to the fullest extent possible.

19. Privacy of Access Codes. It is Company's responsibility to ensure that it provides access codes only to authorized representatives of Company. Company represents to the Bank that each Company representative and anyone else using the Company access codes has general authority from Company to give the Bank instructions to perform the services detailed in this Agreement. Company is liable for all transactions that it makes or authorizes. Company expressly agrees to be bound by all transactions from any business account for which valid access codes were used. Company authorizes the Bank to treat any instructions it receives using valid access codes as if the instructions had been made in writing and signed by the appropriate Company representative. Unless there is substantial evidence to the contrary, the Bank's records will be conclusive regarding any access to, or action taken through, our Internet Banking service. Notwithstanding the foregoing, the Bank agrees that Company will not be responsible for transactions which occur after Company has notified the Bank to block the access codes that were used to perform the transaction, and we have had a reasonable opportunity to do so.

20. OFAC Sanctions. Company is responsible for ensuring that the origination of Entries complies with U.S. law. This includes, but is not limited to sanctions enforced by the Office of Foreign Assets Control ("OFAC"). It shall further be the responsibility of Company to obtain information regarding such OFAC enforced sanctions. (This information may be obtained directly from the OFAC Compliance Hotline at (800) 540-OFAC, or online at <http://www.ustreas.gov/ofac/index.html>.)

21. Requested Changes to Existing Services. The parties acknowledge and understand that from time to time, Company may request that changes be made to the existing services covered under the terms of this Agreement. Such changes shall include, but not be limited to, the addition of a new access code, the addition of a new Company representative who can authorize services and the addition of bank accounts and loans. When Company requests such a change, a separate setup or authorization form will not be required of Company in order for the Bank to make the requested change to the existing services. However, a new setup or authorization form will be required upon Company's request to add any new, distinct services to its account.

22. Entire Agreement. This Agreement and all exhibits, attachments, schedules and amendments embody the entire agreement between Company and Bank regarding the services covered under this Agreement. It supersedes all proposals and prior agreements and all oral discussions relating to the subjects covered in this Agreement. It may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreement between Bank and Company. There are no unwritten oral agreements between Company and Bank.

23. Acceptance of Terms and Conditions. If Company is a corporation, limited liability company or partnership, the individual(s) executing this Agreement on behalf of Company hereby represent and warrant that they have full right, power and authority to execute this

Agreement on behalf of Company, and that execution and performance of this Agreement by Company has been authorized by all necessary corporate or partnership action, as the case may be. Upon execution of this Agreement, you agree to be bound by all of its terms and conditions and acknowledge your receipt and understanding of this Agreement.

24. Future Assurances. The parties hereto agree to execute and deliver all additional documents and give all further assurances reasonably necessary to carry out the intent of the parties with respect to the subject matter hereof.

25. Definitions. Any capitalized term not defined either in this Article II or elsewhere in the Agreement shall have the meaning set forth in the latest version of the National Automated Clearing House Association ("NACHA") Operating Rules.

ARTICLE II

Internet Banking Services Terms and Conditions

1. Identification. To utilize our Internet Banking Services you must have one or more Bank accounts, an Access ID and a Password.
2. No Liability. Bank will not be liable for the following:
 - a. If you do not have sufficient funds in your account to initiate a transaction utilizing the Internet Banking Services.
 - b. We are directed to prohibit withdrawals from the account by applicable law or court order.
 - c. If your account is closed or if it has been frozen.
 - d. If the transaction utilizing the Internet Banking Services would cause your balance to go over the credit limit for any credit arrangement set up to cover overdrafts.
 - e. If you, or anyone you permit to utilize the Internet Banking Services, commits any fraud or violates any law or regulation.
 - f. If any electronic terminal or telecommunication device malfunctions or is otherwise not working properly and/or prevents the utilization of the Internet Banking Services.
 - g. If you have not provided us with complete and correct payment information, including without limitation, the name, United States address, and payment amount for the payee on a bill payment.
 - h. If you have not properly followed the instructions for using the Internet Banking Services.
 - i. If circumstances beyond our control (such as fire, flood or improper transmission or handling of payments by a third party) prevent the utilization of the Internet Banking Services, despite reasonable precautions taken by us.
3. Funds Transfers.
 - a. Transmittal of Credits/Debits By Company. Company shall transmit credit/debit Entries to Bank for processing pursuant to this Agreement. The total dollar amount of Entries transmitted by Company to Bank on any one (1) day shall not exceed the amount set forth in this Agreement and any attachments, schedules and any amendments attached hereto. The cutoff for said Entries shall be in accordance with the Bank's stated time frame.
 - b. Cancellation or Amendment by Company. Company shall have no right to the cancellation or amendment of any Entry after its receipt by Bank. However, Bank shall use reasonable efforts to act on a request by Company for cancellation or amendment of an Entry prior to crediting/debiting a Company's Authorized Account(s) set forth in the Agreement. Bank shall have no liability if such cancellation or amendment is not effected.
 - c. Account Reconciliation. Fund Transfer Entries credited/debited to accounts of Company as identified in the Agreement will be reflected on Company's periodic statement issued by Bank pursuant to terms of the applicable agreement entered into between Bank and Company upon the opening of an Authorized Account. Company agrees to notify Bank promptly of any discrepancy between Company's records and the information shown on any such periodic statement. If Company fails to notify Bank of any such discrepancy within sixty (60) days of receipt of a periodic statement containing such information, Company agrees that Bank shall not be liable for any other losses resulting from Company's failure to give such notice or any loss of interest with respect to an Entry shown on such periodic statement. If Company fails to notify bank of any such discrepancy within sixty (60) days of receipt of such periodic statement, Company shall waive all rights to assert such discrepancy against Bank.
 - d. Compliance with Security Procedure. Company will be solely responsible for protecting against any unauthorized access to PinnBank For Business. If an Entry, a request for cancellation ("Cancellation"), or amendment of an Entry ("Amendment") received by Bank is judged in good faith to have been originated or authorized by Company, it will be deemed effective as Company's Entry, Cancellation, or Amendment, and Company shall be obligated to pay Bank the amount of such Entry as provided herein even though

the Entry, Cancellation or Amendment was not authorized by Company, provided Bank acted in compliance with security procedures referred to in this Agreement, with respect to such Entry, Cancellation or Amendment. If signature comparison is to be used as a part of security procedures, Bank shall be deemed to have complied with that part of such procedure if it compares the signature accompanying Entries, Cancellations or Amendments received with the signature of an authorized representative of Company (an "Authorized Representative") and, on the basis of such comparison, believes the signature accompanying such file to be that of such Authorized Representative. If an Entry, Cancellation or Amendment received by Bank was originated or authorized by Company, Company shall be obligated to pay the amount of the Entry, Cancellation, or Amendment as provided herein, whether or not Bank complied with security procedures referred to in this Agreement, with respect to that Entry, Cancellation or Amendment and whether or not that Entry, Cancellation or Amendment was erroneous in any respect or that error would have been detected if Bank had complied with such procedure. Company agrees that the security procedures found in this Agreement, are the security procedures that are necessary for their business and such procedures are deemed to be commercially reasonable. Company agrees that Company shall be responsible for utilizing and implementing those security procedures in their daily operations.

e. Creditworthiness. In order for Company to participate in the origination of fund transfer Entries, pursuant to this Agreement, Company must be creditworthy in accordance with the Bank's policies. Company agrees that Bank may request and obtain credit information about Company in order to determine their creditworthiness. This credit information includes but is not limited to financial information to be obtained directly the Company and credit bureau reports. The Bank reserves the right to immediately terminate this Agreement if the creditworthiness of Company should deteriorate to an unacceptable level as determined by the Bank in its sole discretion.

f. Data Retention. Company shall retain data on file adequate to permit re-creation of Entries for seven (7) days following the date of their origination by Bank as provided herein, and shall provide such data upon Bank's request.

g. Proprietary Data. All specifications, personal identification numbers, test codes, security procedures, systems, programs, documentation, components, accessories, and equipment comprising the Bank's fund transfer system and all similar material utilized or developed by the Bank in connection with this Agreement are confidential, shall remain the sole property of the Bank and may not be copied, distributed or disclosed other than to Company's authorized employees and to persons specifically authorized by the Bank in writing. All such material shall be returned to the Bank upon the termination of this Agreement.

4. Transmittal of Stop Payment Requests By Company. Company may transmit Stop Payment Requests, as that term is defined herein, to Bank for processing pursuant to this Agreement. "Stop Payment Requests" include, but are not limited to, ordering and/or the addition of any new stop payment order, deleting and/or the cancellation of any existing stop payment order and/or inquiring into any stop payment order. The cutoff for Stop Payment Requests shall be in accordance with the Bank's stated time frame. Company acknowledges that Bank uses a computer system to check for stop pay items and that Bank does not always do a visual inspection. Therefore, Company agrees that in order for the Stop Payment Requests to be in effect, the information contained within the Stop Payment Requests must be exact or Bank's computer system will not be able to identify the stop pay items. In order for Stop Payment Requests to be in effect, Company hereby agrees to furnish the Bank with the exact amount of item to be stopped, date, specific check number and name of payee. Failure to furnish such information shall relieve Bank of any liability for any payment made contrary to Stop Payment Requests. Company agrees to reimburse the Bank for all expenses and loss resulting from refusing payment pursuant to Stop Payment Requests, or if by reason of such payment other items drawn by Company are returned unpaid because of insufficient funds. Company agrees that Stop Payment Requests are also subject to the provisions contained in Company's signature card. Company acknowledges Stop Payment Requests are effective for six (6) months, from date of Bank accepting Stop Payment Requests, and may be renewed for an additional six (6) month period by a writing given to the Bank within a period during which the original Stop Payment Request is in effect.

5. Hours of Accessibility. Unless otherwise defined by this Agreement or any exhibits hereinafter attached hereto or incorporated by reference, Company can usually access their Bank accounts through the Internet Banking Services seven (7) days a week, twenty-four (24) hours a day. However, at certain times, some or all of the Internet Banking Services may not be available due to system maintenance or reasons beyond Bank's control. Bank specifically does not warrant that the Internet Banking Services will be available at all times. During these times when Internet Banking Services are not available, you may use touch-tone telephone service, a Bank ATM or a Bank branch to conduct your transactions (assuming you have applied for and been accepted to utilize such telephone and ATM services).

ARTICLE III ACH Services Terms and Conditions

1. ACH Services. Company wishes to initiate electronic file and/or external fund transfer Entries, pursuant to this Agreement and any attachments, exhibits, schedules and/or amendments herinto attached, through Bank for deposit ("Credit") and/or payment ("Debit") of money to and from the accounts of Company maintained at Bank and at other Receiving Depository Financial Institutions ("RDFI") by means of the Automated Clearing House ("ACH"). The Company will comply with the Operating Rules of NACHA and any other applicable local ACH Association rules (the "Rules"), and Bank is willing to act as an Originating Depository Financial Institution ("ODFI") with respect to such Entries.

2. Entries. Unless otherwise defined herein, capitalized terms shall have the meanings provided in the Rules. The term "Entries" shall have the meaning provided in the Rules and shall also mean the data received from Company hereunder from which Bank prepares Entries.

3. Definitions. The following terms have the meanings assigned when used herein:
- a. "Available Funds" shall mean collected funds on deposit in the Authorized Account(s) which are available for withdrawal by Company, pursuant to the Bank's policy and the provisions of Regulation CC (12 C.F.R. Part 229) in effect from time to time.
 - b. "Collected Funds" shall mean any items, other than cash, accepted for deposit (including items drawn "On-Ups") will be given provisional credit until collection from the Bank the item has been drawn on has been received by Bank of deposit.
 - c. "Authorized Account(s)" shall mean the account(s) of Company, maintained at Bank.
 - d. "Authorized Agents" shall mean those individuals designated in the appropriate authorization form, maintained at Bank.
 - e. "Business Day" shall mean Monday through Friday with the exception of observed Federal banking holidays.
 - f. "Cut-off Time" shall be in accordance with the Bank's stated time frame.
 - g. "Effective Entry Date" shall mean the date specified by the Company on which it intends a batch of Entries to be settled.
 - h. "Same Day ACH" shall mean a one-time same day payment to a participating payee for an additional fee, subject to certain restrictions.
 - i. "Settlement Date" shall mean, with respect to a Credit or Debit, as those terms are defined above, the date an exchange of funds with respect to an Entry is reflected on the books of the Bank. [The Operating Rules also includes the following, "...", and with respect to a non-monetary Entry, the date specified in the "Settlement Date" field of the Entry." if applicable]
 - j. "Third Party Sender" shall mean an organization that is not an Originator that has authorized an ODFI or a third party service provider to transmit, for its account or the account of another Third Party Sender, a Credit Entry, Debit Entry or non-monetary Entry to the Receiver's account at the RDFI.
4. Recording and Use of Communications. Company and Bank agree that all telephone conversations or data transmissions between them or their agents made in connection with this Agreement may be electronically recorded and retained by either party by use of any reasonable means.
5. Transmittal of Credits/Debits By Company. Company shall transmit Credit/Debit Entries to Bank for processing pursuant to this Agreement. The total dollar amount of Entries transmitted by Company to Bank on any one day shall not exceed the amount set forth in the exhibits maintained at Bank. The total dollar amount of Entries transmitted by Company to Bank on any one month shall not exceed the amount set forth in the exhibits maintained at Bank.
6. Processing, Transmittal and Settlement by Bank.
- a. Except as provided in Sections 5 and 6 of this Article III, Bank shall (i) process Entries received from Company to conform with the file specifications set forth in the Rules, (ii) transmit such Entries as an ODFI to the Federal Reserve Bank (the "ACH Operator") acting as an ACH processor, and (iii) settle for such Entries as provided in the Rules.
 - b. Bank shall transmit such Entries to the ACH Operator one (1) Business Day prior to the Effective Entry Date of the Entries, provided (i) such Entries are received by Bank's Cut-off Time on a Business Day, and (ii) the ACH Operator is open for business on such Business Day. In the event the Entry is a Same Day ACH transaction file, Bank shall transmit such Entry to the ACH Operator same day, provided the Entry is received prior to the Bank's Same Day ACH Cut-off Time on a Business Day. For purposes of this ACH Agreement, Entries shall be deemed receivable by Bank, in the case of transmittal by electronic transmissions, when the transmission (and compliance with any related Security Procedure provided for herein) is completed.
 - c. If any of the requirements of clause (i), (ii), or (iii) of Section 6(b) are not met, Bank shall use reasonable efforts to transmit such Entries to the ACH Operator by the next deposit deadline of the ACH Operator which is a Business Day and a day on which the ACH Operator is open for business.
 - d. A Same Day ACH transaction is intended for your use only. Trying to use Same Day ACH to process payments on behalf of someone other than you is prohibited and will be grounds for termination of Same Day ACH and your access to the Service. Bank may use nonaffiliated third parties acting on its behalf to process your Same Day ACH transaction. These third-party processors must adhere to Bank's strict security and privacy protection standards.
7. On-Ups Entries. Except as provided in Section 8 below, in the case of an Entry received for Credit/Debit to an account maintained with Bank (an "On-Ups Entry"), Bank shall Credit/Debit the Receiver's account in the amount of such Entry on the Effective Entry Date contained in such Entry, provided the requirements set forth in clauses (i) and (ii) of Section 7(b) are met. If either of those requirements is not met, Bank

shall use reasonable efforts to Credit/Debit the Receiver's account in the amount of such Entry on the next Business Day following such Effective Entry Date.

8. Rejection of Entries. Bank shall have the right to reject any Entry which does not comply with the requirements of Section 5 of this Article III and the requirements of Article VII ("Security Procedures"), or which contains an Effective Entry Date more than two (2) days after the Business Day such Entry is received by Bank. Bank shall have the right to reject an On-Us Entry for any reason for which an Entry may be returned under the Rules. Bank shall have the right to reject any Entry if Company has failed to comply with its account balance obligations as set forth in Section 11 below. Bank shall notify Company by phone or electronic transmission of such rejection no later than the Business Day such Entry would otherwise have been transmitted by Bank to the ACH Operator or, in the case of an On-Us Entry, its Effective Entry Date. Bank shall have no liability to Company by reason of the rejection of any such Entry or the fact that such notice is not given at an earlier time than that provided for herein.

9. Cancellation or Amendment by Company. Company shall have no right to the cancellation or amendment of any Entry after its receipt by Bank. However, Bank shall use reasonable efforts to act on a request by Company for cancellation or amendment of an Entry prior to transmitting it to the ACH Operator or, in the case of an On-Us Entry, prior to Crediting/Debiting a Receiver's account, provided such request complies with the Security Procedure set forth in the Internet Banking Agreement for cancellation or amendment of Data. Bank shall have no liability if such cancellation or amendment is not effected. Company shall reimburse Bank for any expenses, losses, or damages Bank may incur in effecting or attempting to effect the cancellation or amendment of an Entry.

10. Notice of Returned Entries. Bank shall deliver a notice, via mail or electronic mail, or by posting any such changes at our Services website, to Company of the receipt of a returned Entry from the ACH Operator no later than one (1) Business Day after the Business Day of such receipt. Except for an Entry retransmitted by Company in accordance with the requirements of Section 5, Bank shall have no obligation to retransmit a returned Entry. In no event shall Bank be liable for currency conversion loss due to returned transaction. Company may not reinitiate Entries except as prescribed by the Rules.

11. Payment. Company shall have Available, Collected Funds in an Authorized Account(s) covering the amount of each Entry transmitted by Bank pursuant to this ACH Agreement on the Settlement Date. Company shall pay Bank the amount of each credit Entry (including On-Us Entries) transmitted by Bank pursuant to this Agreement at such time on the Settlement Date with respect to such credit Entry as Bank, at its discretion, may determine. Company shall pay Bank the amount of each debit Entry returned by a Receiving Depository Financial Institution pursuant to this Agreement. Bank shall pay Company the amount of each debit Entry (including On-Us Entries) transmitted by Bank pursuant to this Agreement at such time on the Settlement Date with respect to such debit Entry as the Financial Institution, at its discretion, may determine. Bank shall promptly pay Company the amount of each credit Entry returned by a Receiving Depository Financial Institution pursuant to this Agreement.

12. The Authorized Account. Bank may, without prior notice or demand, obtain payment of any amount due and payable to it under this ACH Agreement by debiting the Authorized Account(s) of Company identified in any Exhibits, and Bank shall Credit/Debit the Authorized Account for any amount received by Bank by reason of the return of an Entry transmitted by Bank for which Bank has previously received payment from Company/provided funds to the Company. Such Credit/Debit shall be made as of the day of such receipt by Bank. Company shall at all times maintain a balance of Available Funds in the Authorized Account sufficient to cover its payment obligations under this ACH Agreement as set forth in Section 11. In the event there are not sufficient Available, Collected Funds in the Authorized Account to cover Company's obligations under this ACH Agreement, Company agrees that Bank may Debit any account maintained by Company with Bank or any affiliate of Bank or that Bank may set off against any amount it owes to Company, in order to obtain payment of Company's obligations under this ACH Agreement. Upon request of Bank, Company agrees to promptly provide to Bank information pertaining to Company's financial condition.

13. Account Reconciliation. Entries accepted and processed by Bank or Credited/Debited to a Receiver's account maintained with Bank will be reflected on Company's periodic statement issued by Bank with respect to the Authorized Account pursuant to the agreement between Bank and Company. Company agrees to notify Bank promptly of any discrepancy between Company's records and the information shown on any such periodic statement. If Company fails to notify Bank of any such discrepancy within sixty (60) days of receipt of a periodic statement containing such information, Company agrees that Bank shall not be liable for any other losses resulting from Company's failure to give such notice or any loss of interest with respect to an Entry shown on such periodic statement. If Company fails to notify Bank of any such discrepancy within sixty (60) days of receipt of such periodic statement, Company shall waive all rights to assert such discrepancy against Bank.

14. Company Representations and Agreements; Indemnity. Company represents to Bank and agrees that (a) each person shown as the Receiver on an Entry received by Bank from Company has authorized the initiation of such Entry and the Crediting/Debiting of its account in the amount and on the Effective Entry Date shown on such Entry, (b) such authorization is operative at the time of transmittal or Crediting/Debiting by Bank as provided herein, (c) Entries transmitted to Bank by Company are limited to those types of Credit/Debit Entries set forth in any Exhibits, (d) Company shall perform its obligations under this Agreement in accordance with all applicable laws and regulations, and (e) Company shall be bound by and comply with the Rules as in effect from time to time, including without limitation the provision thereof making Credit/Debit of an Entry by the Receiving Depository Financial Institution to the Receiver provisional until receipt by the Receiving Depository Financial Institution of final settlement for such Entry. Company specifically acknowledges that it has received notice of that Rule and of the fact that, if such settlement is not received, the RDFI shall be entitled to a refund from the Receiver of the amount credited and Company shall not be deemed to have paid/charged the Receiver the amount of the Entry. Company shall indemnify Bank against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any breach of any of the foregoing representations or agreements. In the event Company violates any of the applicable Rules and NACHA imposes a fine on Bank because of Company's violation, Bank may charge the fine to Company.

15. Audits. Company hereby consents to Bank conducting audits at the Company's place of business. The audits will include, but not be limited to, a review of the Company's ACH procedures relating to the origination of ACH Entries and compliance with the Rules, applicable federal and state. law, and Bank policies.

16. ACH Rules. Company is responsible for complying with the rules as found within the ACH Rules mandated by NACHA and/or any changes and/or any updates to the ACH Rules mandated by NACHA. Bank shall not be responsible for fines that may be imposed if Company does not comply with the ACH Rules. All agreements and Rules apply to transactions while they are within the U.S. payment system. If Company is approved to send International ACH Transactions ("IAT"), Company agrees to originate entries in compliance with U.S. law, including, but not limited to, their obligations under programs administered by OFAC and Financial Crimes Enforcement Network ("FinCEN") and in compliance of the payment system rules of the receiving country. Bank may delay transactions for greater scrutiny of transactions to comply with OFAC.

17. Consumer Entries; Corporate Payments; IAT Entries.

a. Company will obtain authorization for Prearranged Payment or Deposit ("PPD") Entries in accordance with the Rules and U.S. law. Company will retain a record of the authorization for a period of two (2) years from the termination or revocation of the authorization. Company will provide written notification to the Receiver ten (10) calendar days in advance if the amount of the Entry varies from the previous one, unless the authorization indicates variable amounts. Company will provide written notification to the Receiver seven (7) calendar days in advance of the new debit date if the date of the debit changes. Bank will provide reporting information to NACHA for Company regarding Entries whose return rate for unauthorized PPD Entries exceeds the current threshold as required by the Rules.

b. Debit authorizations from consumers obtained over the Internet must be originated with the WEB Standard Entry Class Code. WEB entries are allowed to consumer accounts only. Retention of such authorization must be retained two years from termination or revocation of authorization. You must be able to provide Bank a copy of an authorization in a timely manner in order to allow Bank to provide a copy to the RDFI within ten (10) Banking Days of request. In the event that you initiate a WEB entry, you agree that such WEB entry will meet the NACHA requirements and make the following additional representations and warranties: (i) you have employed a commercially reasonable fraudulent transaction detection system to screen each WEB entry; (ii) you have employed commercially reasonable methods of authentication to verify the identity of the Receiver; (iii) you have taken commercially reasonable steps to verify that routing numbers are valid; (iv) you have established a secure Internet session prior to the key entry by the Receiver of any banking information and through the transmission of the data to you; and (v) you have and will conduct an annual audit to ensure that the financial information that you obtain from Receivers is protected by security practices that include adequate levels of: (A) physical security to protect against theft, tampering, or damage, (B) personnel and access controls to protect against unauthorized access and use, and (C) network security to ensure secure capture, storage and distribution of financial information. You will provide proof of your security audits to Bank upon request. Bank may cease processing Entries for you if we in Bank's sole discretion determines that your security procedures are inadequate.

c. Debit authorizations from consumers giving explicit oral authorization to debit their account during a phone call initiated by the Receiver must be submitted as a Telephone-Initiated ("TEL") Entry. Company will audio record the Receiver's oral authorization or provide written notice in advance of the Settlement Date of the Entry that confirms the oral authorization. The authorization must have clear and readily understandable terms regarding the date on or after the Receiver's account will be debited, the amount of the debit entry, the Receiver's name or identity, the account to be debited, a telephone number that is available to the Receiver and answered during normal business hours, the method the Receiver can revoke their authorization, the date of the Receiver's oral authorization, a statement referencing that the authorization obtained is for a single-entry ACH debit, one-time electronic funds transfer, or other similar statement. Company will retain either the original, copy, or other accurate record of the Receiver's oral authorization or a copy of the written notice confirming the oral authorization for two years from the date of the authorization. At the request of Bank, Company must provide a copy of the Receiver's authorization. Company must utilize commercially reasonable procedures to verify identity of the Receiver and commercially reasonable procedures to verify routing numbers are valid. Company must comply with NACHA Operating Rules and Bank is not liable for any failure of Company to comply with the NACHA Operating Rules.

d. In regard to the origination of "wholesale credit" Entries, (defined as incoming corporate ACH credit transfers containing Standard Entry Class Codes "CCD" and "CTX"), Bank shall provide disclosure as required by Uniform Commercial Code Article 4A to Company. Bank will provide reporting information to NACHA for Company regarding CTX, CCD+ and/or CCD debit Entries whose return rate for unauthorized Entries exceeds the current rate as required by the Rules. Upon request of the RDFI, Company shall provide proof of authorization to Bank within ten (10) days of the effective date of the entry. If proof of authorization cannot be provided by Company within that time frame, Bank must provide Company's contact information to allow the RDFI to contact Company directly.

e. The application of foreign law and payment system rules to a cross-border (IAT) Entry may produce outcomes different from the outcomes that would result from handling of the same Entry under the domestic Operating Rules. Such differences include, but are not limited to, the following: the time for return of cross-border Entry may be different; returned Entries may not be able to be dishonored; cross-border Entries may not be reversible; prenotes, and items to be settled on a foreign holiday, may not be acceptable; the Receiver may not receive credit on the Settlement Date; and special fees may apply; and since distinctions between corporate and consumer payments may not be recognized under foreign law or payment system rules, the NACHA Cross-border SEC codes may not accurately reflect the status of inbound and return cross-border payments. The rights, obligations, and procedures associated with

returning a cross-border transaction are determined by the national payment system operating rules of the receiving country of the original transaction. You are responsible for understanding the rules applicable to cross-border payments you originate, and the limitations on types of cross-border payment transactions and you assume all risk associated the application of such foreign law and payment system rules to such cross-border Entries. Additionally, Company bears all risk of exchange rate fluctuation with respect to an IAT Entry. As for currency conversion, Bank will use a Fixed to Variable model – fixed origination currency amount to variable receiving currency amount – the Originator initiates a payment in their country’s currency, the payment undergoes a foreign exchange conversion, and the Receiver’s payment is in its country’s currency. Bank assumes no liability to Company or any other person with respect to a return of a IAT entry whether or not it is returned in accordance with the law or payments system rules of the receiving country.

18. Notice of Reversing Entries. Company shall notify the Receiver of any reversing Entries initiated to correct Entries it has initiated in error. The notification to the Receiver must include the reason for the reversal and be made no later than the Settlement Date of the reversing Entry.

19. Inconsistency of Name and Account Number. Company acknowledges and agrees that, if an Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted by Bank to the Receiving Depository Financial Institution might be made by the Receiving Depository Financial Institution (or by Bank in the case of an On-Us Entry) on the basis of the account number even if it identifies a person different from the named Receiver, and the Company’s obligation to pay the amount of the Entry to Bank is not excused in such circumstances.

20. Notification of Changes. Bank shall notify Company of all notification of changes received by Bank related to Entries transmitted by Company by mail or electronic mail, or by posting the changes received on the Services website, no later than two (2) Business Days after receipt thereof. Company is required to respond to said notification of changes by investigating incorrect data and making corrections within six (6) Business Days of receipt of said notification of changes or prior to initiating another Entry to the Receiver’s account, whichever is later. Bank may use a Refused Notification of Change process to inform the RDFI that the Notification of Change was not processed; however, said Refused Notification of Change must be initiated within fifteen (15) days of the receipt of notification of change.

21. Payment for Services. Company shall pay Bank the charges for the services provided for herein as set forth in Bank’s schedule of fees and charges, pursuant to this Agreement and any attachments, exhibits, schedules and/or amendments hereinafter attached thereto. Such charges do not include, and Company shall be responsible for payment of, any sales, use, excise, value added, utility or other similar taxes relating to the services provided for herein, and any fees or charges provided for in the agreement between Bank and Company.

22. Notices, Instruction, Etc.

a. Except as otherwise expressly provided herein, Bank shall not be required to act upon any notice of instruction received from Company or any other person, or to provide any notice to Company or any other person with respect to any matter.

b. Bank shall be entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been signed by an Authorized Agent, and any such communication shall be deemed to have been signed by such persons. The names and signatures of Authorized Agents are set forth in the Internet Banking Agreement and any attachments, exhibits, schedules or amendments attached hereto.

c. Except as otherwise expressly provided herein, any notice or other written communication required or permitted to be given under this ACH Agreement shall be sent, at the discretion of Bank, by (i) United States registered, certified mail, postage prepaid; (ii) express carrier; (iii) electronic mail; or (iv) by posting such notice at the Services website.

23. Data Retention. Company shall retain data on file adequate to permit remaking of Entries for seven (7) days following the date of their transmittal by Bank as provided herein, and shall provide such data to Bank upon its request.

24. Third Parties. Company shall assume full liability for any action made by any third-party processor used by Company at its discretion to initiate Entries on its behalf. Additionally, a Third Party Sender must perform all obligations under the ACH Rules.

25. Cooperation in Loss Recovery Efforts. In the event of any damages for which Bank or Company may be liable to each other or to a third party pursuant to the services provided under this Agreement, Bank and Company will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elects to pursue against a third party. Company represents and warrants that the Originator has agreed to undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts with any actions that Bank may be obligated to defend or elects to pursue against a third party.

ARTICLE IV

Wire Transfer Service Terms and Conditions

1. Definitions. The following terms have the meanings assigned when used herein:

- a. “Fedwire” means the funds transfer system owned and operated by the Federal Reserve Banks that is used primarily for the transmission and settlement of payment orders governed by the Fedwire Regulation.
- b. “Fedwire Regulation” means subpart B of Regulation J of the Board of Governors of the Federal Reserve System, as amended from time to time.
- c. “Repetitive Transfer” means wire transfers in which the receiving bank, payee, and account are the same for each transfer, and only the transfer date and amount vary.
- d. “Request(s)” or “Wire Transfer Request(s)” means a Company's request to Bank for a wire transfer, or for a cancellation or amendment of a wire transfer, made in the name, or having the unique identifier, of Company as sender requesting that funds belonging to, or under the control of, Company be transferred to a special account or beneficiary.

2. Transmittal of Wire Transfer Requests. Company shall transmit Requests to the Bank in accordance with the terms and conditions of this Agreement. The total dollar amount of Requests transmitted by Company to Bank on any one day shall not exceed the amount set forth in the exhibits maintained at Bank. The cutoff for said Requests shall be in accordance with the Bank's stated time frame. In all other respects the terms and conditions of Company's deposit agreement(s) with the Bank supplement this Agreement and apply to any such Request. If there is a conflict between this Agreement and one or more of your deposit agreements, this Agreement shall control with respect to wire transfers.

3. Wire Transfer Services. Company authorizes the Bank to transfer funds from any accounts which are designated in the exhibits maintained at Bank (“Wire Transfer Services”). The Bank, subject to its then current security procedures, will execute wire transfers in accordance with Requests from authorized Company representatives (hereinafter referred to as “Authorized Representatives” as identified in the exhibits maintained at Bank) whether such Requests are written, oral, telephonic, telegraphic, or via an automatic transfer device (except as mode of Request is limited by written agreement). Funds must be available in the account specified in the Request at the time the Request is made. The Bank will not search for funds in accounts other than the one(s) specified in the Request.

4. Fedwire Notice. In connection with Company's use of this Wire Transfer Services, Bank notifies Company of the following:

- a. Bank may use Fedwire when acting upon Company's Request.
- b. Any subsequent bank may use Fedwire when carrying out Company's Request.
- c. The rights and obligations of Bank and Company in a wire transfer intended to carry out Company's Request, any part of which is carried out through the use of Fedwire, are governed by Fedwire Regulation.

5. Responsibilities.

a. Personal Identification Number (PIN). The Bank may assign to Company one or more confidential PIN(s) to be used in requesting wire transfers. When so assigned, Requests will not be acted upon without use of the correct PIN(s). Company has the responsibility of maintaining the confidentiality of such PIN(s) and for notifying the Bank if it is suspected the PIN(s) has been compromised. PIN(s) may be changed by the Bank from time to time.

b. Recording and Records. Company authorizes Bank, at Bank's discretion, to record electronically all telephone calls between Bank and Company or any person acting on Company's behalf, and to keep those recordings as long as Bank considers it necessary. Company assumes the duty of obtaining the required consents from its Authorized Representatives for these recordings. If Bank's records concerning a Request are different than Company's records, Bank's records will govern. Bank's records include its written records and any tape recordings about wire transfers.

c. Payment to Bank. Unless otherwise agreed to in writing, Company must pay Bank the amount of the wire transfer, plus any applicable fees, before Bank will execute Company's Request, provided, however that if in such circumstances Bank does honor such request, Company in all events shall be liable for the amount transferred and shall immediately reimburse Bank. Fees applicable to wire transfers are posted in Bank's Disclosure of fees charged, and are subject to change from time to time at the sole discretion of Bank.

d. Acceptance and Execution of Request by Bank. Company's Request is considered accepted by Bank when Bank executes it. Company acknowledges that the Bank maintains deadlines for accepting wire transfer requests. The cutoff/deadlines for said Requests shall be in accordance with any Exhibit. If Company's Request is received prior to the deadline it will be executed by Bank that wire transfer business day. A Company's Request received after the deadline may be executed the next wire transfer business day. Wire transfer deadlines are subject to change from time to time at the sole discretion of the Bank. No instructions or other restrictions limiting Bank's acceptance of Company's Request(s) shall be effective unless accepted and agreed to in writing by Bank. However, Bank at its sole option may elect to act consistently with such instructions or other restrictions which it believes in good faith were made by Company.

e. Rejection of Wire Transfer. Bank has a right to reject Company's Request for an outgoing wire transfer for reasons including, but not limited to, insufficient funds or insufficient collected funds in the account specified in the Request; Bank's inability

to execute the wire transfer for the reasons set out herein; or if Bank is unable to verify the authenticity of Company's Request. Bank will notify Company by phone, mail, electronic mail, or by posting any such changes at Bank's services website, if it rejects the Company's Request.

f. Cancellation or Amendment of Wire Transfer Request. Company may not be able to cancel or amend a Request after it is received by Bank. However, Bank may at its discretion use reasonable efforts to act on Company's Request for cancellation or amendment. However, Bank shall have no liability if such cancellation or amendment is not effected. Furthermore, Company agrees to indemnify and hold Bank harmless from any and all liabilities, costs, and expenses Bank may incur in attempting to cancel or amend the wire transfer.

g. Repetitive Transfers. If Bank or Company determines that Requests have become repetitive, Bank may assign a repetitive number to Company's Request. If Bank does so, Company may utilize such number as part of an expedited procedure in communicating such Requests to Bank in the future. Bank may execute Requests containing this number.

h. Erroneous Requests. Company acknowledges and agrees that when Company provides Bank with a name and account number when making a Request, that payment may be made solely on the basis of the account number even if the account number identifies a beneficiary different from the beneficiary named by Company. Company furthermore agrees that its obligation to pay the amount of the wire transfer to Bank is not excused in such circumstances. Likewise, wire transfers received by the Bank for Company's benefit may be paid by Bank solely on the basis of account number. Company agrees that Bank shall not be responsible for any delay arising out of Bank's attempt to (i) reconcile inconsistencies between name and account number, or (ii) otherwise investigate suspected irregularities.

i. Account Statements. All wire transfers will be reflected on Company's periodic bank statement. In some cases Bank will also notify Company in writing, electronically, or by a report produced by one of Bank's information reporting services. Company should review each statement or other such Bank notice for any discrepancies in connection with wire transfers. If Company thinks a listed wire transfer is incorrect or needs more information about a specific wire transfer, Company must contact Bank in writing upon discovery of the error or within fourteen (14) days after Company receives the first notice or statement that includes the alleged discrepancy, whichever is earlier. Failure to do so will relieve Bank of any obligation to pay interest on or otherwise compensate Company for the amount of an unauthorized or erroneous wire transfer.

j. Method Used to Make the Wire Transfer. Bank may select any means for the transmission of funds which it considers suitable, including but not limited to Bank's own internal systems or Fedwire. Bank is not responsible for performance failure as a result of an interruption in transfer facilities, labor disputes, power failures, equipment malfunctions, suspension of payment by another bank, refusal or delay by another bank to accept the wire transfer, war, emergency conditions, fire, earthquake, or other circumstances not within Bank's control.

k. Authorization Changes. Company agrees that only those persons authorized pursuant to this Agreement and any attachments, exhibits, schedules and/or amendments hereinafter attached thereto, may initiate and/or verify Requests with Bank. Furthermore, wires may be initiated only from the account numbers designated on the Authorization and/or pursuant to this Agreement and any attachments, exhibits, schedules and/or amendments hereinafter attached thereto. Changes by Company in any information supplied to Bank or any changes in the designated account numbers or authority of the persons named on the Authorization and/or pursuant to this Agreement and any attachments, exhibits, schedules and/or amendments hereinafter attached thereto, shall not be binding upon Bank until Bank has received actual written notice of the changes and has had reasonable time to implement them.

6. Liability.

a. Duty of Reasonable Care. Bank shall exercise good faith and reasonable care in processing Company's wire transfers. Company shall similarly exercise good faith and reasonable care in observing and maintaining security procedures, in communicating wire transfer Requests to Bank, and in reviewing bank statements or notices for any discrepancies. Company is responsible for ensuring the accuracy of Requests and Bank has no duty whatsoever to verify the accuracy of Requests, nor will it be liable for losses or damages arising out of Requests containing erroneous information.

b. Liability of Bank. Bank shall be liable only for Company's lost interest and Company's expenses directly related to Company's Request if Bank fails to exercise ordinary care. Bank is not liable in any case for any special, indirect, exemplary, or consequential damages (including lost profits) of any kind. Compensation for loss of interest and expenses will be in the form of an adjustment/credit to Company's account(s).

c. Liability of Company. Company shall be liable for any loss or damage resulting from Company's breach of this Agreement or to which Company's negligence contributed, or which resulted from unauthorized, fraudulent, or dishonest acts by Company's current and/or former Authorized Representatives. Such liability includes instances when a current or former Authorized Representative effects one or more wire transfers to Company's detriment. Company does hereby certify to Bank that only duly Authorized Persons will initiate any requests for wire transfers from accounts of Company identified in any Exhibits. Authorized persons will initiate electronic wire transfer instructions to Bank either by phone, in person or electronically. Authorized persons given security level for wire transfers, by Company, to and from Company's accounts identified in any Exhibits, have been granted through security clearance pursuant to this Agreement and any attachments, exhibits, schedules and/or amendments hereinafter attached thereto. Bank is authorized to honor requests for wire transfers made by Authorized Persons,

or persons who represent electronically or otherwise that they are Authorized Persons, without further inquiry or regard to the authority of said persons and is hereby absolved of all liability for wire transfers made in compliance with these procedures.

ARTICLE V Remote Deposit Capture Services Terms and Conditions

1. **RDC Services.** Company wishes to initiate remote deposit capture (“RDC”) of checks received from Company’s clients, including the transmission of image items pursuant to this Agreement and any attachments, exhibits, schedules and/or amendments hereinafter attached thereto, through Bank for deposit (“Credit”) to accounts of Company maintained at Bank. This service description governs the provision of RDC services as may be provided by Bank to Company from time to time (the “RDC Services”). Further terms relating to the RDC Services may be contained in user manuals relating to the RDC Services (“User Manuals”), which Bank may provide to Company from time to time. User Manuals will be deemed accepted by Company upon provision by Bank of RDC Services to Company. Bank offers RDC Services to corporate and financial institution customers pursuant to this Agreement, as supplemented by the User Manuals. In the event of a conflict or discrepancy between the User Manuals, this Service Description and the Internet Banking Agreement the following order of precedence shall apply: (1) User Manuals, (2) Service Description, and (3) this Agreement, but only to the extent necessary to address the conflict or discrepancy.
2. **Definitions.** The following terms have the meanings assigned when used herein:
 - a. “Authorized Account(s)” shall mean the account(s) of Company, maintained at Bank.
 - b. “Authorized Agents” shall mean those individuals designated in the appropriate authorization form, maintained at Bank.
 - c. “Business Day” shall mean Monday through Friday, with the exception of observed Federal Banking holidays.
 - d. “Cut-off Time” shall be in accordance with the Bank’s stated time frame. If you transmit your Check to Bank after the Cut-off Time on any business Day, we will review and process your Check on the next business Day.
 - e. “Security Procedures” shall have the meaning given in Article VII hereof.
 - f. “Checks” or “Check Items” shall mean the physical documents received from Company’s clients that meet the definition of negotiable instruments as defined in the Uniform Commercial Code as adopted and amended in the state whose law governs interpretation of this Service Description. Additionally, only items that are made payable to, and indorsed by, you may be transmitted through the RDC Service.
 - g. “Image Items” shall mean the electronic images of Checks created by the Company during use of RDC services, which will be transmitted to Bank for credit to the Authorized Account.
 - h. “Ineligible Items” shall mean any Check drawn on a non-United States bank, including U.S. dollar denominated foreign accounts, U.S. savings bonds, U.S. postal money orders, remotely created checks (whether in paper form or electronically created), checks drawn against a line of credit (convenience checks) and cash.
 - i. “Client” shall mean an individual or an entity transacting business with Company.
 - j. “Transmission” shall mean the electronic file created and sent to Bank by Company that contains image items of Checks received by Company from their clients.
 - k. “9.37 file” shall mean the Bank standard file format required for transmission of Image Items to the Bank by Company.
3. **Transmittal of Image Items by Company.** Company shall transmit Image Items to Bank in a 9.37 file format for processing pursuant to this Service Description. The total dollar amount of Image Items transmitted by Company to Bank on any one day shall not exceed the amount set forth in any Exhibits. Your Check is deemed to have been received by Bank when the RDC Service generates a confirmation message.
4. **Check Warranties.** Company agrees that each of the following warranties shall be in effect with respect to each Check processed and Image Item transmitted under this Service Description as of the time each such Check is processed or Image Item is transmitted:
 - a. Company is a person entitled to enforce each Check.
 - b. All signatures and endorsements on each Check and Image Item are authentic and authorized.
 - c. Each Check depicted in an Image Item contains all endorsements required to negotiate and deposit such Check.
 - d. Each Check has not been altered.
 - e. Each Check is not subject to a defense or claim in recoupment of any party which can be asserted against Company.

- f. Company has no knowledge of any insolvency proceeding commenced with respect to the maker or acceptor or, in the case of an unaccepted draft, the drawer of each Check.
- g. That Image Items captured by Company and transmitted to Bank will meet the following conditions:
 - i. Accurately represent all of the information on the front and back of the Check as of the time the Check was imaged by Company and such Image Item has not been altered by Company.
 - ii. Suitable for processing, including, but not limited to, Checks that are legible and contain machine-readable magnetic ink character recognition ("MICR") data.
 - iii. Bear all endorsements applied by parties that previously handled the Check in any form for forward collection or return.
 - iv. Will not duplicate the deposit (in image or paper form) of any Check received from Company's Client or the drawer, which would result in a duplicate charge to Client's or drawer's account at Client's or drawer's financial institution.

Company acknowledges that credit given by Bank will be provisional credit until collection is final for any Image Items Bank accepts for deposit. Company agrees that Bank shall have an immediate right of offset against accounts of Company held by Bank for any amounts caused by Company's breach of any warranty hereunder.

5. **Exception Checks.** Each Business Day on which Bank reviews and processes Checks, Bank will use commercially reasonable efforts to review each Check and to reject any Check that Bank, in its sole discretion, determines to be ineligible for the RDC Services (each, an "Exception Check"). "Exception Check" includes, but is not limited to, a Check that (i) is illegible or contains MICR data that is not machine-readable, (ii) was previously processed as a Check; or (iii) is drawn on banks located outside the United States and is not payable at or through a bank located within the United States.

Bank will notify you of each Exception Check through the PinnBank For Business online service, or other communication channels at Bank's discretion. If you wish to attempt to deposit any Exception Check to your Authorized Account, you shall do so only by depositing the original paper check on which the Exception Check is based or as otherwise agreed between us. Even if Bank does not initially identify a Check as an Exception Check when Bank reviews and processes the Check to which the Exception Check relates, the Check or the substitute check or the alleged substitute check created by Bank from it may nevertheless be returned to Bank because, among other reasons, the paying bank determines that such item or check is illegible or missing an image. Bank's failure to identify an Exception Check shall not preclude or limit the obligation of you to us under Section 4 of Article V above.

Subject to Bank's right to identify and reject Exception Checks, Bank shall be deemed to have accepted each Check that is not an Exception Check for deposit to the Authorized Account on the Business Day that Bank processes the Check, provided its Transmission to Bank is prior to the Cut-off Time. In addition, a Check will be deemed to have been deposited at the office where the Authorized Account is maintained.

6. **Check Security.** Company acknowledges Company is responsible for establishing procedures associated with the safeguarding, retention and storage of Checks received from Clients. Company agrees that the information contained on Client Checks (name, address, phone, bank identification, bank account number, etc.) is sensitive and failure to maintain appropriate safeguards may subject the Company and their Clients to significant liability. Company accepts responsibility for the **destruction** of Client Checks after sixty (60) days from deposit.

7. **Hardware and Software.** As part of the User Manuals, Bank will provide Company with the specifications for any computer hardware and operating system software, which Bank has determined to be compatible with the RDC Services. Company shall be responsible for acquiring the required computer hardware and operating system software and installing and maintaining it in good working condition. Bank shall not be liable to Company for any malfunction, non-function, inaccuracy or other failure of the computer hardware or operating system software. In addition, Bank will provide Company with (1) remote capture software to obtain the RDC Services (the "Remote Capture Software") and (2) one (1) desktop scanner (the "Scanner"). Company will have a non-exclusive, non-transferable sublicense to use the Remote Capture Software, and by using the Remote Capture Software, Company agrees to comply with license terms included (including, without limitation, any shrink wrap or click wrap license agreement) with such Remote Capture Software. Upon termination of the sublicense, Company's rights to use the Remote Capture Software will terminate immediately without notice.

8. **Account Reconciliation.** Image items accepted and processed by Bank or credited to Company's account maintained with Bank will be reflected on Company's periodic statement issued by Bank with respect to the Authorized Account pursuant to the agreement between Bank and Company. Company agrees to notify Bank promptly of any discrepancy between Company's records and the information shown on any such periodic statement. If Company fails to notify Bank of any such discrepancy within sixty (60) days of receipt of a periodic statement containing such information, Company agrees that Bank shall not be liable for any other losses resulting from Company's failure to give such notice or any loss of interest with respect to an Entry shown on such periodic statement. If Company fails to notify Bank of any such discrepancy within sixty (60) days of receipt of such periodic statement, Company shall waive all rights to assert such discrepancy against Bank.

9. **Audits.** Company hereby consents to Bank conducting audits at the Company's place of business. The audits will include, but not be limited to, a review of the Company's RDC procedures relating to the capture of Checks and transmission of Image Items.

10. Confidentiality. All User Manuals, data, software, processes and other information provided to Company in connection with the RDC Services and all fee and pricing information with respect to the RDC Services (the "Information") is the proprietary and confidential property of Bank and/or its relevant licensors or suppliers. Company agrees to use the Information only in the manner specified by Bank and in the ordinary course of Company's business, to return it to Bank upon termination of the RDC Services, and to keep the Information confidential and limit access thereto only to its agents and employees who require access in the normal course of their duties, except to the extent the Information is already in the public domain or Company is required to disclose the Information by law.

11. Cancellation or Amendment by Company. Company shall have no right to the cancellation or amendment of any transmission after its receipt by Bank. However, Bank shall use reasonable efforts to act on a request by Company for cancellation or amendment of a transmission prior to crediting Company's account, provided such request complies with the security procedures set forth in the Internet Banking Agreement for cancellation or amendment of Data. Bank shall have no liability if such cancellation or amendment is not effected.

12. Intermediaries. Bank may act on any Communication and provide the RDC Services using any payment system or intermediary organization it reasonably selects ("Association"). Bank may engage third parties to provide some or all of the RDC Services. Bank shall have no obligation to disclose arrangements with third parties to Company or obtain Company's consent thereto. Company authorizes the transfer of information relating to Company to agents of Bank or Company for use in connection with the RDC Services or as required by law.

13. Compliance. Bank's performance of the RDC Services is subject to the rules and regulations of any applicable Association ("Association Rules"). If there are any conflicts or inconsistencies between this Service Description and the Association Rules, the Association Rules shall govern, but only to the extent necessary to address the conflict or inconsistency. Company agrees to be bound by and shall comply with the Association Rules and all laws, rules and regulations in connection with the RDC Services.

14. Data Security Requirements. Company agrees at all times to comply with the applicable security requirements set forth in the User Manuals, as the same may be revised from time to time, as well as the data protection/security requirements imposed under federal, state and local laws, rules and regulations.

15. Payment. Company shall compensate Bank for the performance of the RDC Services in accordance with the price schedule established by Bank, which may be changed by Bank from time to time. Company will be provided with notice of any such charge in accordance with Bank's normal business practices. The price schedule for the RDC Services will be deemed accepted by Company upon provision of the RDC Services to Company. Company shall pay any access, transfer, transmission and other charges established by Bank in providing the RDC Services. Company shall also pay any sales, use or similar tax applicable to the RDC Services. If Bank is required to pay any such taxes; Company shall reimburse Bank upon demand. Company shall also pay all attorneys' fees and other costs and expenses Bank may incur in collecting any fees or other sums Company may owe to Bank in connection with the RDC Services. Bank may collect any of the foregoing amounts and any other amounts due by Company to Bank hereunder or in connection with the provision of the RDC Services to Company by debiting any of Company's accounts with Bank, billing Company, and/or setting off against any amounts Bank owes Company, without any obligation to give prior notice thereof to Company. Bank shall also have the right to credit or debit any accounts of Company with Bank to correct any processing irregularity in connection with the RDC Services.

16. Returns. Company understands and agrees that an Image Item or substitute check that is not paid by a payor financial institution, or is otherwise returned for any reason, will be returned to Company and Bank will charge the returned item to the Authorized Account, whether or not the return is timely and proper. Bank, at its option, may re-present the Image Item to the payor financial institution before returning it to Company. Items may be returned as image exchange items, rather than substitute checks. If a payor financial institution or other third party makes a claim against the Bank or seeks a recredit with respect to any Check processed, Bank may provisionally freeze or hold aside a like amount in the authorized Account pending investigation and resolution of the claim.

17. Recordings and Records. Either Company or Bank may produce telephonic or electronic recordings or computer records, including e-mail and facsimile transmissions, as evidence in any proceedings brought in connection with the RDC Services. Company agrees to Bank's telephonic or electronic recording for security and quality of service purposes.

18. Fiduciary Status. Nothing contained herein or in any User Manuals shall be deemed to create any fiduciary status on the part of Bank in connection with the provision of the RDC Services.

19. Liability. The disclaimer of warranty provision set forth in Article I, Section 4 above shall apply to the RDC Services. Further, Bank makes no representation or warranty, express or implied, and disclaims all warranties as to the merchantability, fitness for a particular purpose or suitability of the RDC Services for Company, or as to the compatibility of Bank software, equipment or communication interfaces with those of Company. Bank will exercise ordinary care in providing the RDC Services and will be responsible for any loss sustained by Company only to the extent such loss is caused by Bank's willful misconduct. In no event shall clerical errors or mistakes in judgment constitute failure to exercise ordinary care, nor shall Bank have any liability for any indirect, incidental, consequential (including lost profits), special or punitive damages, whether arising in contract or in tort, and whether or not the possibility of such damages was disclosed to or could have been reasonably foreseen by Bank. Under no circumstances shall Bank be responsible for any liability, loss or damage resulting from any delay in performance of or failure to perform in connection with the RDC Services which is caused by interruption of telephone, facsimile or communication facilities, delay in transportation, equipment breakdown or mechanical malfunction, electrical, power or computer failure, accidents, fire, flood, explosion, theft, natural disaster or other catastrophe, acts or failure to act by Company or any third party, strikes or lockouts, emergency conditions, riots, war, acts of government or other circumstances which are unavoidable or beyond Bank control. Bank shall not be liable for failure to perform any of its obligations in connection with the RDC Services if such performance would result in it being in breach of any Association Rule, law, regulation or requirement of any governmental authority. If Bank fails to credit any of Company's

accounts utilized in connection with the RDC Services in accordance with the Internet Banking Agreement applicable thereto as of the date such credit was earned, upon discovery or notification of such error, Bank will properly credit such account, but Bank shall not incur any liability therefore, including any loss resulting from failure by Company to invest the amount of funds not properly credited to the account.

20. **Indemnification.** You will indemnify, defend, and save Bank and its parent company and its affiliates and each of their respective directors, officers, employees, and agents (collectively in this Section 20 of Article V, "Indemnitees") harmless from and against all liabilities, damages, claims, obligations, demands, charges, costs, or expenses (including reasonable fees and disbursements of legal counsel and accountants) awarded against or incurred or suffered (collectively, "Losses and Liabilities") by Indemnitees arising directly or indirectly from or related to the following (except for Losses and Liabilities arising directly or indirectly from or related to Bank's own gross negligence or willful misconduct):

- a. Any negligent or intentional act or omission by you in the performance of your obligations under this Article V, including, but not limited to:
 - i. Duplicate scanning of the same original paper Checks
 - ii. Transmission of duplicate Checks
 - iii. Calculation errors of deposit totals
 - iv. Numerical errors on deposit data entry, and
 - v. Fraudulent or unauthorized use of your hardware, username and/or passwords.
- b. Any material breach in a representation, warranty, covenant, or obligation of you contained in this Article V;
- c. The violation of any applicable law, statute, or regulation in the performance of your obligations under this Article V;
- d. Bank acting as a "reconverting bank" under the Check Clearing for the 21st Century Act through the creation of "substitute checks" or purported substitute checks using an Electronic Check or an illegible Electronic Check;
- e. Bank presenting to the paying bank a Check for payment;
- f. Your failure to:
 - i. Securely maintain your hardware or the original paper check, or
 - ii. Properly and timely dispose of original paper checks in accordance with this Section 20 to Article V, in which event such Losses and Liabilities shall include without limitation consequential damages.
- g. You will further indemnify, defend, and save harmless Indemnitees from and against all Losses and Liabilities by Indemnitees arising directly or indirectly from or related to Regulation CC (12 CFR Part 229) as follows:
 - i. To a drawer of a draft payable through Bank, Banks warrants that: (A) the electronic image accurately represents all of information on the front and back of the original check as of the time the original check was truncated and the electronic information includes an accurate record of all MICR line information required for a substitute check ("Image Quality Warranty"), and (B) the drawer will not receive a presentment of or otherwise be charged for an electronic check, an electronic returned check, the original check, a substitute check, or a paper or electronic representation of a substitute check, such that the drawer will be asked to make payment based on a check it has already paid ("No Double Debit Warranty").
 - ii. In the case of transfers for collection or payment, Bank also makes the Image Quality Warranty and the No Double Debit Warranty to the transferee bank, any subsequent collecting bank, and the paying bank. If any Indemnitee suffers any Losses or Liabilities arising directly or indirectly from or related to a breach of any of these warranties, you will indemnify the Indemnitee and not hold it responsible or liable.
- h. To an owner of a check, Bank also makes the Image Quality Warranty and the No Double Debit Warranty. If any Indemnitee suffers any Losses or Liabilities arising directly or indirectly from or related to a breach of any of these warranties, you will indemnify the Indemnitee and not hold it responsible or liable.
- i. By providing the Mobile Deposit Service to you, Bank is required to indemnify a depository bank that accepts the original check from which a Check is created for losses incurred by that depository bank if the loss is due to the check having already been paid. If any Indemnitee suffers any Losses or Liabilities arising directly or indirectly from or related to such depository bank indemnity obligation, you will indemnify the Indemnitee and not hold it responsible or liable.

j. If Bank transfers or presents an “electronically created item” and receives settlement or other consideration for it, Bank is required to indemnify each transferee bank, any subsequent collecting bank, the paying bank, and any subsequent returning bank against losses that result from:

i. The electronic image or electronic information is not derived from a paper check;

ii. The person on whose account the electronically created item is drawn did not authorize the issuance of the item or to the payee stated on the item; or

iii. A person receives a transfer or presentment, or return of, or otherwise is charged for an electronically created item such that the person is asked to make payment based on an item or check it has paid.

If any Indemnitee suffers any Losses or Liabilities arising directly or indirectly from or related to such electronically created item indemnity obligation, you will indemnify the Indemnitee and not hold it responsible or liable.

This Section 20 of Article V shall survive the termination of the RDC Services.

21. **Disclosure.** Company acknowledges that Bank may have certain legal record keeping and reporting requirements with respect to the RDC Services and consents to Bank’s disclosure to payment systems, intermediary organizations, and governmental authorities of information concerning Company and the RDC Services provided to Company which Bank believes to be appropriate or necessary to fulfill such contractual and legal requirements.

22. **Binding Effect.** The terms of this Article V for RDC Services, the User Manuals and the terms of the Agreement shall bind and benefit the parties and their successors and assigns. None of the terms of this Article V, the User Manuals and the Agreement may be waived except as Bank may consent in writing, and no agreement with or representation made by any employee of Bank that is in conflict with this Article V, the User Manuals and the Agreement will be binding on Bank unless contained in a written modification of this Article V, the User Manuals and the Agreement signed by an authorized officer of Bank. Bank may from time to time amend any of the terms of this Article V, the User Manuals and the Agreement. Company will be provided with notice of any such amendment in accordance with Bank’s normal business practices. By continuing to use the RDC Services after notice of such amendment, Company shall be deemed to have agreed to such amendment and shall be bound by this Article V, the User Manuals and the Agreement as so amended. No delay on the part of Bank in exercising any right or power under this Article V, the User Manuals or the Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power under this Article V, the User Manuals or the Agreement preclude further exercise thereof or the exercise of any other right or power. The rights and remedies under this Article V, the User Manuals and the Agreement are cumulative and not exclusive of any rights or remedies which Bank would otherwise have.

ARTICLE VI

Positive Pay Services Terms and Conditions

1. **Statutory Definitions.** Unless otherwise defined in this Agreement, words or phrases shall have the meanings set forth in U.C.C. Article 3 and U.C.C. Article 4.

2. **Definitions.** For purposes of this Article VI, the following terms shall have the meanings set forth below:

a. “ACH Rules” means the operating rules of the National Automated Clearing House Association (“NACHA”), as amended from time to time.

b. “Authorized Account” means the account(s) of Company, maintained at Bank, to which the positive pay services rendered by Bank will apply.

c. “Available Funds” means funds on deposit in an Authorized Account and available for withdrawal pursuant to Regulation CC issued by the Board of Governors of the Federal Reserve System, as revised from time to time, and Bank’s applicable funds availability schedule and policies.

d. “Check” shall include any Substitute Check (as defined in the Check Clearing for the 21st Century Act) or other imaged copy of a check which is drawn by Company on an Authorized Account.

e. “Check Issue Report” means a record describing Checks drawn by Company on an Authorized Account, provided by Company to Bank under Section 3 below.

f. “Entry” has the meaning provided in the ACH Rules.

g. “Exception Check” means a Presented Check that does not match a Check included in a Check Issue Report.

- h. "Exception Check Report" means a record describing Exception Checks which is provided by Bank to Company under Section 4 below.
- i. "Exception Entry" means an ACH Entry that does not match an authorized ACH Entry posted by Company to the Authorized Account in accordance with Section 7 below.
- j. "Exception Entry Report" means a record describing Exception Entries which is provided by Bank to Company under Section 8 below.
- k. "Pay Request" means the instructions of Company to Bank ordering Bank to pay an Exception Check or Exception Entry.
- l. "Presented Check" means a Check drawn on an Authorized Account and presented to Bank for payment through the check collection system.
- m. "Return Request" means the instructions of Company to Bank ordering Bank not to pay an Exception Check or Exception Entry.
- n. "U.C.C." means the Uniform Commercial Code as in effect in the State of Colorado.

3. Check Issue Report. Company shall submit a Check Issue Report to Bank. The Check Issue Report shall accurately state the check number and the exact amount of each check drawn on each Authorized Account since the last Check Issue Report was submitted. Company shall send the Check Issue Report to Bank in the format and medium, by the deadline(s), at scheduled day(s), and at the place(s) specified by Bank from time to time.

4. Payment of Presented Checks and Reporting of Exception Checks. Bank shall compare each Presented Check by check number and amount against each Check Issue Report received by Bank. On each banking day, Bank: (a) may pay and charge to the Authorized Account each Presented Check that matches by check number and amount a Check shown in any Check Issue Report; (b) shall provide to Company an Exception Check Report that indicates whether Bank has received any Exception Checks and, if so, specifies the complete check number and amount of any such Exception Check; and (c) shall send the Exception Check Report in the format and medium, by the deadline(s), and to the place(s) specified by Bank from time to time.

5. Payment and Dishonor of Exception Checks. Bank will pay or return Exception Checks in accordance with the default option selected by Company for each Authorized Account.

a. Return Default. Where Company has selected the return default option to apply to an Authorized Account, Bank shall return to the depository bank any Exception Check drawn on that Account, unless Company instructs Bank to pay such Check in a timely Pay Request. The Pay Request shall identify each Exception Check that Company desires to be paid by the check number and amount specified in the Exception Check Report and shall instruct Bank to pay such Exception Check. The Pay Request shall be sent to Bank in the format and medium, by the deadline(s), and at the place(s) specified by Bank from time to time. Bank shall finally pay and charge to the Authorized Account any Exception Check that Company directs Bank to pay as provided above.

b. Pay Default. Where Company has selected the pay default option to apply to an Authorized Account, Bank may finally pay and charge to the Authorized Account any Exception Check provided that Company has not objected to such payment in a timely Return Request. A Return Request shall identify each Exception Check that Company desires not to pay by the complete check number and amount specified in the Exception Check Report and shall instruct Bank to return the Exception Check. The Return Request shall be sent to Bank in the format and medium, by the deadline(s), and at the place(s) specified by Bank and agreed to by Company. Bank shall return to the depository bank any Exception Check that Company instructs Bank to return as provided above.

6. Bank Obligations. Bank shall not be obligated to comply with any Pay Request or Return Request received in a format or medium, after a deadline, or at a place not permitted under this Agreement but may instead treat such a Pay Request or Return Request as though it had not been received. Bank is not responsible for detecting any Company error contained in any Check Issue Report or Pay Request or Return Request sent by Company to Bank.

7. Establishment of Filters. ACH Positive Pay Service assists Company in detecting fraud by electronically matching incoming ACH Entries to authorizations that Company can create and manage online. With respect to each Authorized Account, Company shall create authorizations for incoming ACH Credit and/or Debit Entries that it desires to post to the Authorized Account. Company shall be responsible for the accuracy and completeness of all information provided to Bank.

8. Payment of Entries and Reporting of Exception Entries. On each banking day, Bank: (a) may pay and charge to the Authorized Account each ACH Entry which matches a Company authorization provided in Section 7; (b) shall provide to Company an Exception Entry Report that indicates whether Bank has received any Entries which do not match a Company authorization and, if so, specifies the Originator and amount of any such Exception Entry; and (c) shall send the Exception Entry Report in the format and medium, by the deadline(s), and to the place(s) specified by Bank from time to time. Company agrees to monitor, review and make payment decisions on the Exception Entries prior to Bank's established deadline.

9. Payment and Return of Exception Entries. Bank will pay or return Exception Entries in accordance with the default option selected by Company for each Authorized Account.

a. Return Default. Where Company has selected the return default option to apply to an Authorized Account, Bank shall return to the Originator any Exception Entry, unless Company instructs Bank to pay such Entry in a timely Pay Request. The Pay Request shall identify each Exception Entry that Company desires to be paid and shall instruct Bank to pay such Exception Entry. The Pay Request shall be sent to Bank in the format and medium, by the deadline(s), and at the place(s) specified by Bank from time to time. Bank shall finally pay and charge to the Authorized Account any Exception Entry that Company directs Bank to pay as provided above.

b. Pay Default. Where Company has selected the pay default option to apply to an Authorized Account, Bank may finally pay and charge to the Authorized Account any Exception Entry provided that Company has not objected to such payment in a timely Return Request. A Return Request shall identify each Exception Entry that Company desires not to pay and shall instruct Bank to return the Exception Entry. The Return Request shall be sent to Bank in the format and medium, by the deadline(s), and at the place(s) specified by Bank and agreed to by Company. Bank shall return to the depository bank any Exception Entry that Company instructs Bank to return as provided above.

10. Bank Obligations. Bank shall have no responsibility for any liability, loss or damage resulting from: (i) payment of any Exception Entry that is unauthorized; (ii) the return of any Exception Entry to the Originator in accordance with this section; or (iii) Company's failure to meet Bank's established deadlines. Bank's failure to report a discrepancy will not discharge Company's obligation with regard to any Entry, and shall not obligate Bank to return any Entry if it is otherwise authorized. Bank shall not be obligated to comply with any Pay Request or Return Request received in a format or medium, after a deadline, or at a place not permitted under this Agreement but may instead treat such a Pay Request or Return Request as though it had not been received. Bank is not responsible for detecting any Company error contained in any Pay Request or Return Request sent by Company to Bank.

11. Liability. In addition to the liability provisions set forth in Article I, Section 5, and to the extent applicable, with respect to Checks, the liability provisions of U.C.C. Articles 3 and 4, shall govern this Article VI, except as modified below.

12. Wrongful Honor. It shall constitute wrongful honor by Bank if Bank pays an Exception Check listed in a timely Exception Check Report unless: (a) Company issued a Pay Request, or (b) Company selected the pay default option and did not issue a Return Request. In the event that there is wrongful honor, Bank shall be liable to Company for the lesser of the amount of the wrongfully paid Exception Check or Company's actual damages resulting from Bank's payment of the Exception Check. Bank retains the right to assert Company's failure to exercise reasonable care under U.C.C. sections 3-406(a) and 4-406(c). Bank retains the right to assert the defense that Company has sustained no actual damages because Bank's honor of the Exception Check discharged for value an indebtedness of Company.

13. Wrongful Dishonor. Except as provided in this section, it shall constitute wrongful dishonor by Bank if Bank dishonors an Exception Check: (a) that Bank has been ordered to pay pursuant to a Pay Request, or (b) for which Company has not issued a Return Request under the pay default option. Bank's liability for wrongful dishonor of an Exception Check shall be limited to the damages for wrongful dishonor recoverable under U.C.C. Articles 3 and 4. Notwithstanding the foregoing, Bank shall have no liability to Company for wrongful dishonor when Bank, acting in good faith, returns an Exception Check: (i) that it reasonably believed was not properly payable; (ii) if there are insufficient Available Funds on deposit in the Authorized Account; or (iii) if required to do so by the service of legal process on Bank or the instructions of regulatory or government authorities or courts.

14. Rightful Payment and Dishonor. Except as provided herein, if Bank honors an Exception Check in accordance with the pay default option selected by Company or in accordance with a Pay Request issued by Company, such honor shall be rightful, and Company waives any right it may have to assert that the Exception Check was not properly payable under U.C.C. section 4-401. Except as provided in Section herein, if Bank dishonors an Exception Check in accordance with the return default option selected by Company or in accordance with a Return Request issued by Company, the dishonor shall be rightful, and Company waives any right it may have to assert that the dishonor was wrongful under U.C.C. section 4-402. Company agrees that Bank exercises ordinary care whenever it rightfully pays or returns an Exception Check consistent with the provisions of the Agreement.

15. Faulty Information. Bank shall be liable for any losses, other than consequential damages, proximately caused by its honor of a Check that was not properly payable, or its dishonor of a Check that was properly payable, if the honor or dishonor occurred because Bank: (a) should have shown the check on an Exception Check Report but failed to do so; or (b) showed the check on an Exception Check Report but referenced the wrong check number, unless Bank provided Company with timely information that disclosed the error.

16. Reliance. Bank shall be entitled to rely solely on the information, representations, and warranties provided by Company pursuant to this Agreement, and shall not be responsible for the accuracy or completeness thereof. Bank shall be responsible only for performing

the services expressly provided for in the Agreement, and shall be liable only for its gross negligence or willful misconduct in performing those services. Except as expressly provided herein, in no event shall Bank be liable for any indirect, special, or consequential damages, even if Bank is advised of the possibility of such damages.

17. Assignment. To the extent that Company suffers a loss under this Agreement, Bank assigns to Company any claim that Bank would have against a depository or collecting bank to recover the loss, including any claim of breach of warranty under U.C.C. sections 4-207, 4-208, and 4-209 or under the ACH Rules.

ARTICLE VII Security Procedures

1. General Security Procedures. Company agrees to abide by the security procedures set forth in this Agreement ("Security Procedures"). Both parties agree that the services described and provided by Bank will be subject to the terms and conditions set forth below:

a. General. Bank will receive instructions from Company for entries transferring directly to or from another financial institution by Bank of funds from or to Company's account(s) at Bank into the Automated Clearing House (or "ACH") system directly to or from another financial institution ("Entry" or "Entries"). Company agrees to originate Entries in accordance with the Security Procedures set forth in this Agreement.

b. Commercially Reasonable Procedures. Bank and Company expressly agree that the Security Procedures set forth in this Agreement are and shall be deemed commercially reasonable. You should have security procedures in place to mitigate the threat of Account Takeovers. Internet Banking Services are accessed through the Internet which is a public system over which we have no control. It is therefore your duty to ensure any computer, computer network, device, equipment or communication system (collectively "Equipment") which you or your delegates use to access the Internet Banking Services is free from and adequately protected against viruses and other destructive or disruptive components. In particular you shall ensure anti-virus, anti-spyware and firewall software ("Security Software") are installed in the Equipment which you or your delegates use to access the Internet Banking Services and that these Security Software are regularly updated with security patches and new version as issued or recommended from time to time by the suppliers of such Equipment. **You should establish, implement, and periodically update security policies and procedures to ensure the confidentiality and integrity of Protected Information; protect against anticipated threats or hazards to the security of Protected Information; protect against unauthorized use of Protected Information.**

If you select certain security procedures to use in connection with the Internet Banking Services and those security procedures provide less protection against unauthorized transactions or activity than the Security Procedures offered by Bank, you are deeming those security procedures selected by you to be commercially reasonable, and, as such, you will indemnify Bank against any losses arising out of such election.

c. Authenticated Instructions and Authorized Agents. Company does hereby certify to Bank that only duly Authorized Persons will initiate any requests for the transferring of funds to and from Company's account(s) at Bank. Authorized Persons will initiate transfer instructions to Bank either by phone, in person or electronically. Authorized Persons given security level for Entries, by Company, to and from Company's account(s), have been granted through security clearance pursuant to this Agreement and any attachments, exhibits, schedules and/or amendments hereinafter attached hereto. Bank is authorized to honor orders for transfers made by Authorized Persons, or persons who represent electronically or otherwise that they are Authorized Persons, without further inquiry or regard to the authority of said persons and is hereby absolved of all liability for transfers made in compliance with these procedures.

d. Confirmation. Confirmation of electronic file and/or fund transfer entries, if deemed by Bank (and/or Company if electronic file and/or fund transfer entries exceed the dollar amounts as set forth in any exhibits) to be necessary, may be made pursuant to the authorization information set forth in the **exhibits maintained at Bank.**

e. Notices, Instructions, etc. Company understands that Bank may decline to accept telephone instructions in any instance it deems such acceptance would be in violation of its security procedures or in violation of this Agreement and any attachments, exhibits, schedules and/or amendments hereinafter attached hereto. Except as otherwise expressly provided herein, Bank shall not be required to act upon any notice of instruction received from Company or any other person, or to provide any notice to Company or any other person with respect to any matter. Bank shall be entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been signed by an Authorized Person. The names and signatures of Authorized Persons shall be designated in the appropriate authorization form, and Company agrees to promptly notify Bank of any additions or deletions to the list of Authorized Person(s). Except as otherwise expressly provided herein, any written notice or other written communication required or permitted to be given under this Agreement shall be delivered, or sent by United States registered or certified mail, postage prepaid, or by express carrier.

f. Transfer in Excess of Account Balance. Bank shall not be obligated to honor any fund transfer Entries if the amount to be transferred exceeds the Available Collected Funds. "Available Collected Funds" shall mean Collected Funds on deposit in the Authorized Account(s), as that term is defined in Section 4.h below, which are available for withdrawal by Company, pursuant to the Bank's policy and the provisions of Regulation CC (12 C.F.R. Part 229) in effect from time to time. "Collected Funds" shall mean any items, other than cash, accepted for deposit (including items drawn "on us") will be given provisional credit until collection from the

bank the item has been drawn on has been received by Bank of deposit. Bank shall have no liability to Company should the amount to be transferred exceed the Available Collected Funds.

g. Payment. Upon receipt of instruction for electronic file and/or fund transfer Entries, Bank will charge the relevant accounts pursuant to Company's instruction and this Agreement and any attachments, exhibits, schedules and/or amendments hereinafter attached hereto. The resulting charge to Company's account and payment of funds at Company's request shall be equivalent to payment by Bank of a properly drawn demand instrument duly signed by Company and payable to the receiver (transferee) of said funds. Bank will only be liable for damages resulting from its gross negligence.

h. Applicability to Company's Accounts. This Agreement applies to all of Company's presently existing accounts and all accounts opened in the future ("Authorized Account(s)"). Additions or deletions of accounts will be accomplished by written agreement of Company and Bank in accordance with the terms set forth in this Agreement and any attachments, exhibits, schedules and/or amendments hereinafter attached hereto.

i. Term and Termination. These Security Procedures supersede any instructions or contracts previously issued and shall continue in force until express written notice of its rescission or modification has been received by Bank from Company or Company has received such written notice from Bank.

2. ACH Services Security Procedures. Company acknowledges that the purpose of such Security Procedures is to verify authenticity and not to detect an error in the transmission or content of an Entry. No Security Procedures have been agreed upon between Bank and Company for the detection of any such error.

a. If an Entry (or a request for cancellation or amendment of an Entry) received by Bank purports to have been transmitted or authorized by Company, it will be deemed effective as Company's Entry (or request) and Company shall be obligated to pay Bank the amount of such Entry (or request) even though the Entry (or request) was not authorized by Company, provided Bank acted in compliance with the Security Procedures. If signature comparison is to be used as a part of that security procedure, Bank shall be deemed to have complied with that part of such procedure if it compares the signature accompanying a file of Entries (or request) with the signature of an Authorized Agent of Company and, on the basis of such comparison, believes the signature to be that of such Authorized Agent.

b. If an Entry (or request for cancellation or amendment of an Entry) received by Bank was transmitted or authorized by Company, Company shall be obligated to pay the amount of the Entry as provided herein, whether or not Bank complied with the Security Procedures and whether or not that Entry was erroneous in any respect or that error would have been detected if Bank had complied with such procedure.

c. Additional Security Procedures are set forth in the Security Procedures Addendum attached hereto and incorporated by reference.

3. **For the avoidance of doubt, it is understood and acknowledged by Company that if you select certain security procedures to use in connection with the PinnBank For Business services and those security procedures provide less protection against unauthorized transactions or activity than the Security Procedures offered by Bank, you are deeming those security procedures selected by you to be commercially reasonable, and, as such, you will indemnify Bank against any losses arising out of such election.**

The parties have caused this Agreement and any addendum, exhibit, attachment, schedule, and/or any amendment hereinafter attached hereto or designated a part of to be executed and warrant that their respective signatory, whose signature(s) appears below, has been and is on the date of this Agreement duly authorized by all necessary action in accordance with its governing instruments to execute this Agreement. This Internet Banking Agreement is entered into this day of , by and between Bank of Colorado and , (the "Company").

Agreed to and Accepted by:

Agreed to and Accepted By:

Authorized Bank Signature

Authorized Company Signature

Name:		Name:	
Title:		Title:	
Bank Name:		Company Name:	
Address:		Address:	
City, State, Zip:		City, State, Zip:	
Phone:		Phone:	