



Treasury Management
Master Services Agreement
Treasury Services • Online and Mobile Banking

Effective October 11, 2021

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INTRODUCTION

This Treasury Management Master Services Agreement together with the Acceptance of Treasury Management Services and any Schedules or addendum thereto (collectively, the "Agreement") applies to your Service(s) with us. By signing and returning the Agreement, using any of the Services, or accessing your Account(s) using a Service, you agree to the terms and conditions outlined for the Services selected by you, the Company. The Agreement contains the terms and conditions for several different Services. Only the terms and conditions of the Services for which the Company authorized or utilized shall apply to the Company, with the exception of the General Terms and Conditions below, which shall apply to all Services. If Company utilizes any of the below-described Services, it is agreeing to the terms and conditions of that Service as described below. Bank may provide Services that are not specifically included in the Services section of the Agreement. By accepting and using any such Service, Company agrees that the Services will be governed by the Agreement and any other conditions communicated to Company by Bank. Depending on the Service, we may also ask you to sign required form(s). In some cases, we will need to obtain additional information to establish your eligibility for new and continued use of the specific Services. If anyone you authorize enrolls in or uses any of the Services, or accesses your Account(s) using a Service, such authorized user also agrees to the terms and conditions in the Agreement. You and anyone you authorize may begin using the Service when we have received and approved all required and properly executed forms, and you have successfully completed any testing or training requirements.

GENERAL TERMS AND CONDITIONS

The following terms and conditions apply to all the Treasury Management Services provided by Bank. Bank and Company agree that this Agreement, including any revisions which may be made from time to time by Bank, will also govern all new Treasury Management Services used by Company in the future.

- 1. Deposit Account Terms and Conditions.** Company acknowledges and agrees that Company's Accounts maintained with Bank are an integral part of the Services offered by Bank and that all transactions and Services initiated or processed pursuant to the Agreement are subject to the terms and conditions of the rules, regulations and agreements, including, but not limited to, the "Terms and Conditions of Your Account", governing Accounts in effect from time to time between Company and Bank (collectively, the "Account Agreement"). The Account Agreement is expressly incorporated herein by reference. The terms and conditions of this Agreement will control over any inconsistent terms and conditions between this Agreement and the Account Agreement. Company acknowledges that it has signed and executed all agreements, resolutions, signature cards and forms governing Company's Accounts required by Bank. If Company has not signed the foregoing forms required by Bank, by signing the Agreement, Company acknowledges that it has read the contents of and agrees to be bound by the terms of those forms, agreement and documents, and adopts and ratifies, as an authorized signatory(s), the signature(s) of a person(s) who has signed a signature card or any check on Company's account. Company also agrees to establish all accounts that must be opened in conjunction with any Service provided by Bank.
- 2. Company's Acknowledgment and Responsibilities.** By executing the Agreement and using any of the Services set forth herein, Company acknowledges (i) the inherent risks and responsibilities associated with conducting business via the internet and that there can be no assurance that inquiries or transaction activity will be completely secure, despite any security procedures established by Bank such as firewalls, Login Credentials, and data encryption. Company also understands that access to the System will not be free from delays, malfunctions, or other inconveniences generally associated with this electronic medium and Company agrees Bank is not responsible for any such delays, malfunctions, or inconveniences; (ii) Company is responsible for maintaining all equipment required for its access to and use of the System and Services; (iii) that Company is authorizing Bank and Bank's affiliates and agents to allow Company access to Accounts via the internet; and (iv) Company is authorizing Bank, and any Designated Service Provider on Bank's behalf, to serve as agent in processing transaction instructions received from Company via the internet and to post such transactions to Company's designated Accounts. Company will comply with such operating procedures as Bank may prescribe from time to time and will be solely responsible for the timeliness, accuracy and adequacy of the data entered as well as the completeness of any instructions entered.

Company is solely responsible for any unauthorized use of the System, and Bank is fully protected in performing any transactions entered whether or not the person actually entering such transactions is authorized by Company to perform the transactions. Further, Bank may rely fully upon any actions or instructions provided when Company accesses the System using Login Credentials, and Company acknowledges that it is fully responsible for the security of its Login Credentials. Bank is not responsible or liable for any actions of a third party as a result of unauthorized access to the System. Company agrees to notify Bank immediately in the event Company believes security has been compromised, at which time Bank will employ commercially reasonable efforts to remove Company from the System to prevent any continued unauthorized transactions.

- 3. Periodic Statements.** A Periodic Statement will be issued by Bank to Company which reflects credits and debits to the Account.
- 4. Contact in Event of Unauthorized Transfer.** If Company believes Login Credentials have been lost or stolen, someone has attempted to use Mobile Services without Company consent, Company's Account(s) have been accessed or someone has transferred money without Company permission, Company must notify Bank immediately at 866.221.1136.

Company agrees to notify Bank within a reasonable time not to exceed thirty (30) calendar days after Company receives a Periodic Statement of any discrepancy between Company records and the information in the Periodic Statement. If Company fails to notify Bank of any such discrepancy within thirty (30) calendar days after receipt of such Periodic Statement, Company shall be precluded from asserting any claim against Bank arising from such discrepancy.

- 5. Use of Services.** Company will use the Services only for its own internal business use in accordance with the terms of the Agreement. Without limiting the generality of the foregoing, Company agrees not to make the Services available or allow the use of the Services in a computer service bureau business, timesharing, or otherwise disclose or allow use of the Services by or for the benefit of any third party.
- 6. No Consumer Services.** Company acknowledges, represents, warrants, and agrees that the Services provided under this Agreement are not Services intended for personal, family or household purposes. Accordingly, except for approved Personal Accounts, the provisions of the EFTA, Regulation E, the consumer provisions of the federal Gramm-Leach-Bliley Act, and any other laws or regulations intended for the protection of or governance of transactions involving consumers or consumer accounts do not apply to the Services subject to this Agreement, except to the extent such provisions are expressly set forth herein or are required by law. Bank may terminate this Agreement immediately and without notice to Company if Bank becomes aware that Company is using the Services or the Account(s) for any unauthorized personal, family or household purposes or for other purposes subject to EFTA and Regulation E.
- 7. Availability.** Bank agrees to make any of the Services which are accessed through the internet, available, other than when System Maintenance is being performed. However, transactions are processed and information is updated only on Business Days.
- 8. Authorization.** Bank shall be entitled to rely on any verbal or written notice or instruction believed by it in good faith to be given by an Authorized Representative. Bank can rely on the signature on the Agreement to be a valid signature for, and binding upon, all Entities identified in the Agreement and any Schedules thereto.
- 9. Security Procedures.** Company shall establish, maintain and enforce physical and logical commercially reasonable security practices, techniques and procedures with respect to access, storage and maintenance to safeguard against unauthorized transmissions and unauthorized access to Security-related Items. This includes maintaining up-to-date virus and malware protection software and firewall rules. You may choose from one or more security procedures that we have developed, or you may develop your own security procedure if it is acceptable to us. If you refuse a commercially reasonable security procedure that we have offered you, you agree that you will be bound by a payment order issued in your name, whether or not authorized, that we accept in good faith and complete with the security procedure you have chosen.

By agreeing to use the Services, Company acknowledges the importance of maintaining the confidentiality of its Login Credentials. Company agrees that such Login Credentials and other security procedures for the Services are commercially reasonable. Company agrees to be bound by any payment order, transaction or Service change order that is acted upon by Bank in accordance with the Login Credentials and such other security procedures. Company shall exercise due care

in seeking both to preserve the confidentiality of the Login Credentials to prevent the use of the Services by unauthorized persons. It is understood and agreed that implementation by Bank of its normal procedures for maintaining the confidentiality of information relating to Company's Login Credentials where applicable shall constitute fulfillment of its obligation to exercise due care. Bank shall not otherwise be under any liability or have any responsibility of any kind for any loss incurred or damage suffered by Company or Account Owner on a Personal Account by reason or in consequence of any unauthorized person gaining access to, or otherwise making use of, the Services.

Company must restrict access to the Services to Company's System Managers and System Users granted access by the System Managers. Company acknowledges Bank shall not be under any liability or have any responsibility of any kind for any loss incurred or damage suffered by Company or Account Owner on Personal Account, by reason or in consequence of any action of a System Manager or System User. Company and Account Owner on Personal Account assumes full responsibility for the consequences of any misuse or unauthorized use of or access to the Services or disclosure of any confidential information or instructions of Company by Company's employees, agents, or other third parties. Company acknowledges that Bank is entitled to rely upon actions initiated and instructions submitted through the System using Login Credentials with respect to both Company and Personal Accounts.

10. **Security Tokens.** With Online Banking, Bank offers an additional layer of protection through the use of security tokens including 6-digit One Time Password ("OTP") security codes with a 30-second countdown bar. Security tokens are available to Company through a downloadable App or a hardware device with LCD screen.

Features of security tokens include:

- a. **Strong Two-Factor Authentication.** Security tokens are based on strong two-factor authentication, and in order to gain access to Systems and Services, Individual must:
 - i. Download VIP Access App to a Mobile Device or VIP Access for Desktop to a desktop computer or request a hand-held security token be issued by Bank; and,
 - ii. Contact Bank to link the Credential ID of the downloaded App or hardware token to the Individual's Login Credentials.
- b. **Token At Login.** Upon logging in to Online Banking, and if an Individual's Mobile Device or browser is not registered, Individual will be prompted to type OTP security code provided by security token to be granted access to Online Banking. The requirement replaces the Secure Access Code process.
- c. **Electronic Authorizations.** Depending on specific Services used by Company where the transfer of funds occur, security tokens are required to electronically authorize the transfer of funds by requiring an Individual to enter a OTP provided by security token at the time of approval and processing for the transfer of funds. For Services that require electronic authorizations via security tokens, fees are disclosed within the fee schedule or any other fee proposal provided in writing for Services.

11. **Third Party Aggregation Services.** Some third parties offer aggregation services that allow Company to consolidate Account information from different sources so that all Accounts can be viewed at one online or mobile location. These third parties may require Company to provide personal identification information including specific Account information or Login Credentials of the System Manager or System User. By providing this information to an aggregation service or any other third party, Company or Account Owner on Personal Account authorizes the Third Party Aggregation Service and such other third parties to access Accounts, and to initiate money movement to or from Accounts.

Any use of a Third Party Aggregation Service is at Company's own risk. Company is responsible for the use of Accounts or the disclosure of any personal identification information to or by the third party. To revoke access provided to a Third Party Aggregation Service, Company agrees to contact Bank and request new Login Credentials for the System Manager or System User involved.

All matters concerning Third Party Aggregation Service's websites are solely between Company and the Third Party Aggregation Service. Bank makes no warranties or representations with regard to any Third Party Aggregation Service's website.

12. **Paperless Statements.** Copies of Company's Periodic Statements are available through Online Banking. Bank may automatically enroll Company in Paperless

Statements for all business Accounts associated with the Entities documented in the Agreement or any future addendums.

If Company chooses to receive Periodic Statements through the U.S. Mail, a System Manager or System User can revoke Paperless Statements at any time. Bank's standard statement delivery fee pursuant to the applicable fee schedule or any other fee proposal provided in writing will apply for the delivery of Periodic Statements through the U.S. Mail. Company should allow ten (10) Business Days to process the revocation of Paperless Statements.

In addition:

- a. Company must have access to a computer which is able to comply with and adhere to the software and hardware requirements which are required to enable the electronic delivery of bank statements as well as access to the statements, which includes having appropriate browser software, such as Microsoft Edge, Mozilla Firefox, Google Chrome or Apple Safari.
- b. Documents may be in Portable Document Format (PDF). In order to view, download, and print a PDF document, Company must have Adobe Acrobat Reader software or another PDF viewer. Company can download Adobe Acrobat Reader at no charge from Adobe's website.
- c. Bank may change the hardware and software required to obtain Paperless Statements at any time with ten (10) calendar days advance notice to Company. If Company chooses not to obtain the new hardware or software, Company may withdraw consent for Paperless Statements and Periodic Statements will then be delivered by U.S. Mail. Bank's standard statement delivery fee pursuant to applicable fee schedule or any other fee proposal provided in writing will apply. Company will remain liable for any other fees disclosed.

13. **Disputes.** In the event of a dispute regarding the Services, Company and Bank agree to resolve the dispute by looking to the Agreement. In case of errors or questions about Company's transactions, Company should notify Bank as soon as possible by contacting Bank at 800-450-1529 during customer service hours or in writing to Bell Bank, PO Box 10877, Fargo ND 58106-0877.

14. **Company's Warranties and Indemnity.** Company warrants and agrees that (i) its Entries are accurate, are timely and have been authorized by the party whose Account will be accessed; and (ii) it will otherwise perform its obligations under the Agreement consistent with all applicable laws and regulations. Company shall indemnify and hold harmless Bank from and against any and all losses, liabilities, penalties, damages, expenses or other harm or injury including reasonable attorneys' fees (including those fees of both in-house and outside counsel) and court costs which Bank may incur or suffer or which may be asserted by any person or entity, arising out of (i) any failure by Company to observe and perform properly each and every covenant of the Agreement, any breach of Company's warranties of the Agreement, or any other wrong doing of Company, (ii) any wrongful act of any affiliate or subsidiary of Company in connection with any Services provided by Bank pursuant to any agreement, regardless of whether any such affiliate or subsidiary of Company has executed such agreement, (iii) any action taken or omitted to be taken by Bank in reasonable reliance upon information provided to Bank by Company or any affiliate or subsidiary of Company, including those granted access to the Accounts of Company, if they are not signers to those Accounts; (iv) if the money in the Account from which a payment or transaction is to be made is subject to legal process or other claims restricting the transaction, or if the circumstances or persons beyond Bank's control prevent, delay, intercept or alter the transaction, despite reasonable precautions that Bank has taken; (v) a third party claim, action or allegation of infringement, misuse or misappropriation based on information, data, files or other materials submitted by Company to Bank; (vi) any fraud or manipulation by Company or third parties; (vii) any third party claim, action or allegation brought against Bank arising out of or relating to a dispute with Company over the terms and conditions of the Agreement or related to the purchase or sale of any goods or Bank's Services; (viii) Company's violation of any law or rights of a third party; (ix) Company's use or the provision of Bank's products or Services or use of Company's Account by any third party; (x) damages that result from misuse or loss of Company's equipment or misuse of Bank's Services; (xi) Company's failure to exercise ordinary care in connection with its duties hereunder; (xii) any action by the RDFI upon an unauthorized or erroneous Entry initiated by Company; (xiii) any actions by a Designated Service Provider or agent of Company that results in a breach of the Agreement by Company; or (xiv) to the extent that it involves Bank, any litigation by an ACH Operator, an RDFI or any Company Receivers asserting noncompliance on Company's part with the rules, laws, regulations or regulatory requirements. Bank reserves the right, at its own expense,

to assume the exclusive defense and control of any matter otherwise subject to indemnification by Company, in which event Company will cooperate at Company's expense with Bank in asserting any available defenses. Company will not settle any action or claim on Bank's behalf without Bank's prior written consent. By execution of the Agreement, Company agrees to disclosure of Company information to those non-signing System Managers or System Users to which Company grants access, or to those persons who gain access; provided, however, that Company shall not be required to indemnify and hold harmless Bank from any losses which are caused by Bank's gross negligence or willful misconduct. The provisions of this Section shall survive the termination of the Agreement.

15. **Fraud Detection and Prevention – Positive Pay/ACH Positive Pay – Indemnification.** We are very concerned about the risk of loss from counterfeit, fraudulent, altered, or forged checks and unauthorized ACH debits to which we and you may both be exposed if you do not use our Positive Pay Service and ACH Positive Pay Service. Therefore, we are unwilling to permit you to continue to operate your Accounts without our Positive Pay Service and ACH Positive Pay Service, unless you indemnify and hold us harmless against losses or liabilities we may suffer or incur as a result of counterfeit, fraudulent or forged checks and/or unauthorized ACH debits on your Accounts. Accordingly, if you continue to operate your Accounts without your Positive Pay Service and ACH Positive Pay Service, you agree that, to the greatest extent permitted by law, we will not be liable to you, and you will defend and hold us harmless from and against any damage, losses, liabilities, actions, claims including third party claims, suits, judgments, obligations, penalties, costs or expenses of any kind including attorneys' fees and expenses (collectively, "Losses") paid, suffered or incurred by you which arise directly or indirectly out of or in connection with: (a) the acceptance for deposit, payment, negotiation or other processing of any check drawn or purporting to be drawn on your Account if such check happens to be counterfeit or fraudulent or contains a forged signature or the amount of such check is altered or the payee has been altered; or (b) the acceptance of an ACH debit that is unauthorized or fraudulent, which could have been prevented with the use of the Positive Pay Service or ACH Positive Pay Service. The indemnity provisions set forth in this section shall be in addition to the other indemnity provisions set forth in this Agreement.

16. **Disclaimer.** Company acknowledges that the Services are provided on an "as-is" and "as-available" basis. Bank is not responsible for any errors or omissions in or to any information resulting from Company's use of the Services. Bank makes no warranty with respect to the Services to be rendered under the Agreement, including without limitation, accuracy, merchantability, or fitness for a particular purpose. In no event will Bank be liable for direct, indirect, special, incidental, or consequential damages arising out of the use or inability to use the Services or faulty Service even if Bank has been advised of the possibility of such damages. The warranty and remedies set forth above are exclusive and in lieu of all others, oral or written, expressed or implied. Bank is not responsible for any costs including, but not limited to, those incurred as a result of lost profits or revenue, loss of time or use of the Services, loss of data, costs of consultants, costs of substitute products, claims by third parties, or other similar costs.

17. **Restrictions on Use.** Company agrees not to use any Services in, or for, any illegal, fraudulent, unauthorized or improper manner or purpose and will only use in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, Company agrees that Company will not use the Services and System to transmit or disseminate:

- a. junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom Company do not otherwise have a legal right to send such material;
- b. material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers;
- c. material or data, that is illegal, or material or data, as determined by Bank (in Bank's sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm Bank's reputation or any Designated Service Provider or Third Party Site involved in the provision of the Services;
- d. material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g.,

marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or Services of any wireless carrier;

- e. viruses, Banking Trojans, worms, malware, ransomware, time bombs, bots, unverified third party applications, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information;
- f. any material or information that is false, misleading, or inaccurate;
- g. any material that would expose Bank, or any Designated Service Provider, or Third Party Site to liability; or,
- h. any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Bank or any Designated Service Provider or Third Party Site.

Company agrees that Company will not attempt to:

- i. access any System or Service(s) for which Company's use has not been authorized;
- j. use or attempt to use a third party's account;
- k. interfere in any manner the provision of the Services or System, the security of the Services or System, or other customers of the Services or System; or,
- l. otherwise abuse the Services or System.

18. **Disclosure of Account Information to Third Parties.** It is Bank's general policy to treat Account information as confidential. However, Bank will disclose information to third parties during its course of business, and Company gives Bank the authority to disclose such information about Account or the transactions Company makes, including in the following situations:

- a. Where it is necessary for completing transactions;
- b. Where it is necessary for activating additional Services;
- c. In order to verify the existence and condition of Account to a Designated Service Provider;
- d. In order to comply with a governmental agency, court orders or other legal processes; or,
- e. If Company gives Bank written permission.

19. **Privacy and User Information.** Protecting your privacy is very important to us. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information. Our privacy policy can be viewed by clicking here: <https://www.bell.bank/Privacy-Policy>.

20. **Gathering, Using, and Sharing Data.** Bank or Designated Service Provider may offer sites or applications that permit browsing and do not require registration in addition to offering the ability to enroll, register, or access Accounts online. Information that Bank or Designated Service Provider may collect about Company or Individuals includes names, addresses, and other contact information, IP addresses and geo location; and data resulting from Individual's activity, such as transaction instructions. Bank or Designated Service Provider may also gather additional information, such as the type of device or other device information, browser specifications and operating systems used by Individual. Collecting of information may be achieved through cookies, tags, and other technologies including biometric information.

Cookies may be used to maintain continuity during Individual's online session, gather data about the user of Bank's or Designated Service Provider's site, anti-fraud, and information for security purposes. Cookies also describe locally stored objects in an Adobe folder that remain when an Individual uses the "clear cookies," function within their browser. This type of cookie is used in connection with information security and fraud prevention.

Individuals may be able to set their browser to reject cookies. However, if Individual chooses to reject cookies, Company acknowledges that Individual cannot access Accounts with Bank, or specific Services offered by Designated Service Providers and access through single-sign on to Third Party Sites will not be accessible. Company agrees that the removal of locally stored objects in an Adobe folder may result in Individual being required to receive and type a Secure Access Code or OTP each time they log in to Online Banking. The ability to use other features, such as the "Forgot Password," feature, will also be limited.

21. **Force Majeure.** Without limiting the foregoing, neither Bank nor Company shall not be liable for and shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communications facilities, equipment failure, war, acts of terror, emergency conditions or other conditions beyond Bank's or Company's control, conditions including but not limited to a blizzard, flood, tornado or any other adverse weather conditions.

22. **Bank's Liability.** In the performance of the Services required by the Agreement, Bank shall be entitled to rely solely on the information; representations and warranties provided by Company pursuant to the Agreement and shall not be responsible for the accuracy or completeness of such information. Except as otherwise specifically provided by law, Bank shall be responsible only for performing the Services expressly provided for in the Agreement and shall be liable only in the event of loss due to its gross negligence or willful misconduct in performing those Services. In no event shall Bank have any liability for any consequential, special, incidental, punitive or indirect damages Company may incur or suffer in connection with the Agreement whether or not the likelihood of such damages was known or contemplated by Bank and regardless of the legal or equitable theory of liability Company may assert.

If, for any reason, Bank is adjudged liable to Company, it shall only be to the extent that the amount of the damages resulting from such liability arise out of Bank's gross negligence or willful misconduct and, in such cases, damages will be limited to the amount of the aggregate monthly fees and charges paid by Company for the Services for the immediate three (3) month period prior to the event giving rise to Company's claim. In no event shall Bank be liable for consequential damages, exemplary damages or lost profits, even if Company advises Bank of the possibility of such damages. The provisions of this Section shall survive the termination of the Agreement.

Without limiting the generality of the foregoing, Bank will not be liable to Company in the following situations:

- a. If through no fault of Bank, Company or Account Owner on a Personal Account does not have enough available money in Account from which a payment or transaction is to be made, or if Account has been closed or is not in good standing, or if Bank reversed a payment or transaction because of insufficient funds, or if any payment or transaction would go over the credit limit of any Account;
- b. If the equipment of Company or Bank is not working properly and the breakdown should have been apparent to Company when Company attempted to conduct the transaction;
- c. If Company has not given Bank complete, correct or current Account numbers or other identifying information for Bank to properly credit Account or otherwise complete the transaction, or if Company does not properly follow Bank's instructions, or if Company provides Bank with wrong or inaccurate information, or fails to correct or tell Bank about any inaccuracy of which Company is aware;
- d. If Company does not instruct Bank soon enough for Company's payment or transaction to be received and credited by the time its due;
- e. If the money in Account from which a payment or transaction is to be made is subject to legal process or other claims restrict the transaction, or if circumstances or persons beyond Bank's control prevent, delay, intercept or alter the transaction, despite reasonable precautions that Bank has taken;
- f. If Company has an overdraft line and the transfer would go over the credit limit;
- g. If Bank has a hold on Account;
- h. If Account is closed or has been frozen;
- i. If Company, anyone authorized by Company, or anyone using Login Credentials, commits any fraud or violates any law or regulation;
- j. If Bank takes any action including suspension of Services, or refrains from taking action, if Bank has a reasonable basis for believing an unauthorized use of Company's Login Credentials has occurred or may be occurring;
- k. If Company is in default under the Agreement or if Bank or Company terminate the Agreement; or,
- l. If the failure was caused by a fire, or other catastrophe, or by an electrical or computer failure or by other causes beyond Bank's control, or if Bank has a reason to believe the transaction requested is unauthorized.

The above listing is not meant to be exhaustive.

23. **Electronic Mail.** Email sent to Bank is not a secure method of communication and Bank recommends Company does not send information by email. Bank may disregard email Bank receives from Company. Company should not include confidential information, such as Account numbers and balances in any emails to Bank. Company cannot use email to initiate transactions. All such transactions must be initiated using the appropriate features. Bank will not be liable for any errors, omissions, claims, fraud or problems of any kind involving Company's email.

Email sent by Company that originates on Company's server will be considered secure when the Individual has already authenticated. Bank may act upon such email request.

24. **Technical Support and Training.** From time-to-time, and depending on Services that Company may use, System Managers or System Users may request Bank to provide technical support or additional training. This technical support or training may be provided via telephone or on-site. Assistance provided via telephone may include the use of tools that grant Bank employees access to Company's hardware and software.

Company agrees that any System Manager or System User who interacts with Bank has permission to receive technical support or training, which may include remote PC support, from a Bank employee or Designated Service Provider.

Company is responsible and liable for the following:

- a. Ensuring that any System Manager or System User accessing Company's computers have permission to do so;
- b. Making available the appropriate IT personnel to grant access and render updates that System Manager or System User cannot render; and,
- c. Confidentiality and the securing of Company's data, software, and hardware.

Company agrees that Bank is not responsible or liable for the following:

- d. Access by third parties, with or without Company's authorization, to Company's data, software, or hardware; and,
- e. Exploitations of security gaps, weakness, or flaws (whether known or unknown) that may exist in the equipment used to provide technical support or training.

Bank is not responsible for bad memory, failure of hard drives, power supplies, motherboards, or any other hardware failures that may occur under normal use while machines are being remotely controlled. Bank is also not responsible for any data loss, although Bank will attempt to minimize the chance data loss will occur.

Company agrees to require all System Managers and System Users to complete online banking security training courses offered in Bank's learning center. Courses are designed to inform Company about digital security and policies and procedures to assist in protecting Company from fraud and data breaches. Additional information may be available from time-to-time in Service Documentation made available by Bank to Company.

25. **Fees.** If applicable, and in consideration for the Services provided, Company agrees to pay such fees as may be charged by Bank pursuant to the applicable fee schedule or any other fee proposal provided in writing as disclosed from time to time to Company. Customized written fee proposals shall prevail over general fee schedules. Bank may change the fees at any time in its sole discretion. Any applicable fees will be charged regardless of whether the Services was used during the billing cycle. There may be a charge for additional transactions and other optional Services. Company agrees to pay such charges and authorizes Bank to deduct the calculated amount from Company's designated Billing Account for these amounts and any additional charges that may be incurred by Company. Any fees associated with Company's standard deposit Accounts will continue to apply.

26. **Assignment.** The Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns; provided, however, that Company may not sell, assign, or transfer the Agreement without Bank's prior written consent, whose consent shall not be unreasonably withheld based on bank regulations, National Automated Clearing House Rules and the financial viability of the assignee. Bank may assign the Agreement or any of its rights or obligations hereunder, in whole or in part, without such consent. Bank may, at any time, in whole or in part, delegate any of its functions hereunder to any affiliate, purchaser, successor, or subcontractor.

27. **No Waiver.** Bank shall not be deemed to have waived any of Bank's rights or remedies hereunder unless such waiver is in writing and signed by Bank. No delay or omission on Bank's part in exercising any rights or remedies shall operate as a

waiver of such rights or remedies or any other rights or remedies. A waiver on any one (1) occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

28. **Governing Law.** Any dispute concerning Bank and Company, arising out of, connected with, related to, or incidental to the relationship established between them in connection with the Agreement, and whether arising in contract, tort, equity or otherwise, shall be resolved in accordance with the applicable federal law and the laws of the state in which the Account is located and not the conflicts of law provisions of the State of North Dakota.
29. **Choice of Forum.** Bank and Company agree that all disputes between them arising out of, connected with, related to, or incidental to the relationship established between them in connection with the Agreement, and whether arising in contract, tort, equity or otherwise, shall be resolved only by the State or Federal courts located in Cass County, North Dakota, but Bank and Company acknowledge that any appeals from those courts may have to be heard by a court located outside of Cass County, North Dakota. Company waives in all disputes any objection that it may have to the location of the court considering the dispute.
30. **Captions.** The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of the Agreement.
31. **Amendment; Counterparts; Miscellaneous.** From time to time Bank may amend any of the terms and conditions contained in the Agreement. Any amendment (i) Bank makes to comply with federal or state law does not require Company's consent. Company will be deemed to have consented to any other amendment unless, within thirty (30) days from the date of notice of the amendment, Company notifies Bank in writing that it does not consent and wishes to terminate the Agreement. Bank reserves the right, at its sole discretion, to notify Company of any amendments by posting notice of the amendment to the System or sending a notice of the amendment via email or U.S. mail. If a notice regarding an amendment to the Agreement is posted on the System or sent via email or U.S. mail, it will be considered effective when posted to the System or sent to you at the last electronic or other mailing address maintained for Company in Bank's records. You consent to any amendment or modification to the Agreement if you continue to use your Account after an amendment or modification becomes effective. If any provision of the Agreement is held to be unenforceable or invalid, the other provisions shall continue in full force and effect. The failure of either party to insist on strict performance of any of the provisions hereunder shall not be construed as the waiver of any subsequent default of a similar nature.
32. **Termination.**
 - a. In General. The Agreement shall continue in full force and effect until either party terminates the Agreement by giving the other party thirty (30) calendar days advance written or oral notice of its intention to terminate; provided, however, that any such termination by Company shall not be effective until Bank has had a reasonable opportunity to act upon Company's notice of termination. The termination of the Agreement shall not affect the rights and obligations of the parties which have accrued prior to such termination.
 - b. Immediate Termination. Notwithstanding the foregoing, Bank may terminate the Agreement and suspend any Service immediately without written notice to Company if, at any time, (i) Company fails to comply with any of its material obligations hereunder, (ii) Company is in default under any other material obligation with Bank, (iii) a receiver, custodian, trustee, or similar official has been appointed, or been applied for by Company for all or a substantial part of Company's property, (iv) any general assignment has been made for the benefit of creditors with respect to Company, (v) a voluntary or involuntary case, petition or proceeding has been commenced under the United States Bankruptcy Code or any other statute or regulation relating to bankruptcy or relief of debtors seeking liquidation, reorganization or other relief with respect to Company, or its debts, (vi) Company or any other person on behalf of Company has taken any action under the laws of any jurisdiction applicable to Company which is similar to any of the foregoing, (vii) there has been a material adverse change in the financial circumstances of Company, or (viii) Bank deems immediate termination of the Agreement and/or any Service as necessary or appropriate in order to prevent a financial loss to Bank.
33. **Complete Agreement.** The parties hereto acknowledge that each has read the Agreement, understands it, and agrees to be bound by its terms. Company agrees that the Agreement is the complete and exclusive statement of Company and Bank pertaining to the Services, which supersedes any proposal or prior agreement, oral

or written, and any other communications between Company and Bank relating to the subject matter of the Agreement. If there is a conflict between what Bank's employee says and the terms of the Agreement, the terms of the Agreement will prevail.

34. **Notices.** All notices, requests, demands, directions and other communications given to or made upon Company by Bank may be made orally, in writing (including facsimile communication), or electronically by posting it on the System or sending a Secure Message through Online Banking. Notwithstanding any other provisions of the Agreement, all communications provided under the Agreement by Company may be given to Bank by letter, facsimile or electronically by sending a Secure Message through Online Banking, as deemed acceptable by Bank, subject to such additional terms and conditions as Bank may require. In its sole discretion, Bank may, but shall not be required to, accept communications given to Bank orally. Any communications given to Bank orally shall promptly thereafter be confirmed in writing, but Bank will incur no liability for Company's failure to send written confirmation or for the failure of any such written confirmation to conform to the communication received by Bank via telephone.
35. **Accuracy and Timelines of the Services.** Bank will use reasonable efforts to provide the Services in a prompt fashion, but shall not be liable for temporary failure to provide the Services in a timely manner. In such event, Company shall be responsible for carrying out banking business through alternative channels. Bank shall not be liable for any inaccurate or incomplete information with respect to transactions which have not been completely processed or posted to Bank's deposit or payments system prior to being made available pursuant to the Services. Information with respect to all transactions is provided solely for Company's convenience, and Company shall have no recourse to Bank as to use of such information.
36. **Acknowledgment that Transaction May Not Be Initiated in Violation of the Laws of the United States.** Company acknowledges that it will not generate any transactions using the Services that violate the laws of the United States, including the sanction laws administered by the Office of Foreign Asset Control (OFAC).

ONLINE AND MOBILE BANKING SERVICES

1. **Description of Service.** This Service allows you to perform a number of banking functions through the use of a personal computer or, for some functions, a Mobile Device, on Accounts linked to this Service.
2. **Access to Online Banking.** Company has no rights to the System, or any copies thereof, except for the right to use the System as specifically described by Bank. Title and ownership rights to the System (including patent, copyright, and trade secret property rights) remain with Bank, its third party licensor, or Designated Service Provider. If a System Manager, System User or anyone using Login Credentials is not an authorized signer on the Account, Company specifically acknowledges its agreement to indemnify and hold harmless Bank from acts of all non-signatory persons. Regardless of Company's written instructions to Bank, Company authorizes Bank to allow access to Accounts and to execute the transactions requested by a System Manager, System User or anyone using Login Credentials.
3. **Bank Obligations.**
 - a. Bank agrees to transmit all the financial data under its control required to utilize the Services and to act on appropriate instructions received from Company or anyone using Login Credentials in connection with such Services. Company understands and agrees that the Services may be provided by Bank or its Designated Service Provider.
 - b. Company understands that Services availability is at all times conditioned upon the corresponding operating and availability of those computer services and Systems used in communicating Company's instructions and requests to Bank and Bank's responses to such instructions and requests. Bank shall not be liable or have any responsibility of any kind for any loss or damage thereby incurred or suffered by Company in the event of any failure or interruption of such Services or any part thereof, resulting from the act or omission of any Designated Service Provider, or from any other cause not reasonably within the control of Bank.

- c. Bank agrees that it will allow Company to process and transmit information and conduct online transactions as long as Company complies with the terms of the Agreement.
4. **Current Day Balance Information and Current Day Transactions.** Company acknowledges that the information regarding the current day may change. For instance, over the counter items may not be reflected and interruptions in communications can occur and Bank shall not be responsible for current day balance or current day transaction information. Company acknowledges that Company's decisions based on Bank's information on current day balances and current day transactions therefore must take into consideration information not known to Bank or not reflected in the current day balance or transaction details Company obtains from Bank.
5. **Funds Transfers.**
- a. Company authorizes Bank to transfer funds of Company between any Accounts of Company at Bank when requested to do so in an electronic instruction through the System by Company to Bank. If Company authorizes Bank to transfer funds from a business Account to a consumer Account or to another business Account, which may or may not have the same tax identification number, Company represents and warrants to Bank that Company is the owner of the business(es), or the related company for the businesses.
- b. Transfers initiated prior to 11:00 p.m. CT on a Business Day will be posted to the receiving Account the same day. All transfers completed after 11:00 p.m. CT, or on a non-Business Day or holiday, will be posted the following Business Day.
- c. Company assumes responsibility for verifying availability of funds at the time of the fund transfer orders. Company must have enough money or credit in the Account from which Company instructs Bank to make a payment or transfer.
- d. If more than one fund transfer is made at or about the same time and the available funds in the applicable Account do not cover all of such fund transfer orders, Bank may execute as many of such fund transfer orders as possible within the dollar limits of such available funds, in any order convenient to Bank and in its sole discretion.
6. **Loan Advances and Payments.** In addition to other applicable terms regarding fund transfers, Bank shall not be required to process any loan advance request if any default exists under any credit agreement with Bank, or these terms and conditions, or Bank is otherwise excused or prohibited under any credit agreement or applicable law from making an advance to Company. All information provided regarding any loan Account is for Company's informational purposes only and are subject to verification and adjustment, including all information regarding availability and payoff amounts.
7. **Stop Payment Authorization.** Company will be able to place and/or delete stop payment orders on any check written on a demand Account of Company. Company is solely responsible for its actions when placing or deleting stop payment orders. Bank reserves the right to require confirmation in writing in a form acceptable to Bank of all stop payment orders and deletions thereof. The stop payment entry page within the System must be completed in its entirety.
- a. Sufficient information to properly identify the check must be provided, including the Account number, check serial number, and exact dollar amount. Bank assumes no liability when information is incorrect or incomplete.
- b. Bank must be given sufficient time to provide a reasonable opportunity to act on the stop payment order. Stop payment orders are not effective if, before the stop payment order was placed; Bank has already negotiated the check or otherwise become legally obligated for its payment.
- c. Stop payment orders are effective for six (6) months or until the item is returned. Company may renew stop payment orders for an additional six (6) month period by reentering the stop payment order upon the expiration of the original six (6) month period. Company is solely responsible for monitoring all expiration dates of stop payment orders.
- d. Bank's customary stop payment fees will apply.
- e. Company agrees to abide by the rules and regulations governing stop payment orders as outlined in the Uniform Commercial Code or other applicable laws.
8. **Batch Extract Files.** Batch Extract Files are available to Company by indicating on the Agreement and Service Documentation. Login Credentials to Online Banking are not required.
9. **Mobile Services.** Mobile Services allows Company to perform several functions from a Mobile Device. Where available, Company may use Mobile Services to:
- a. transfer funds between Accounts;
- b. obtain Account balances and transaction information for Accounts;
- c. send and receive Secure Messages;
- d. view Periodic Statements;
- e. receive Alerts on Accounts; and,
- f. utilize other features as Bank establishes from time to time.
- These Services and features are limited to the extent, and subject to the terms, noted below:
- g. Company's ability to transfer funds between certain Accounts is limited by federal law and the Deposit Agreement;
- h. Company's ability to use Services to pay bills to Payees, submit ACH or Online Wire Transfers from a Mobile Device are only available if Company has enrolled in the Services.
10. **Participating Mobile Carriers.** Bank's participating carriers include (but are not limited to) ACG, Alltel, AT&T, Boost, C-Spire, Carolina West, Cellcom, Cincinnati Bell, ClearSky, Cricket, Google Voice, Interop, Nextel, Ntelos, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, and Virgin USA.
11. **General Mobile Services Information.**
- a. For questions regarding Mobile Services, contact Bank at 866.221.1136.
- b. To stop text messages from being delivered on a Mobile Device, Individual may send "STOP" to the Short Code 226563. Individual may also contact Bank to cancel Text Banking.
12. **Mobile Service Accessibility.**
- a. Text Banking requires a text-enabled Mobile Device. Company does not need internet access on Company's Mobile Device to use Text Banking. Internet access is required to utilize Mobile Browser Banking and Mobile App.
- b. Bank may develop additional features for Mobile Services. As additional features are developed, Company will have the opportunity to add them to Mobile Services, provided Company has compatible wireless hardware and software.
- c. To use Mobile Services, Company must be enrolled in Online Banking. Within Mobile Services, Company will have access to all Accounts Company can view within Online Banking.
- d. Company is responsible for the purchase, maintenance and Mobile Device relationship, including fees associated with the operation of Mobile Device. Bank is not responsible for any errors or failures from any malfunction of Company's Mobile Device.
- e. Company can use Mobile Services seven (7) days a week, twenty-four (24) hours a day. However, at certain times, some or all of the Mobile Services may not be available due to System Maintenance or reasons beyond Bank's control, including, but not limited to, the availability of Mobile Device services. Bank does not warrant that Mobile Services will be available at all times and shall not be responsible when Mobile Services are unavailable. The display of account information may be limited or otherwise vary based on Company's Mobile Device and Company's Mobile Device Service.
13. **Mobile Service Charges.** Bank will not charge Company for viewing Accounts, transferring funds, or viewing transaction history. Bank reserves the right to charge fees in the future and such fees will be subject to change. Account(s) are still subject to the fees, charges, balance requirements, etc. articulated in the Service Documentation. In addition, message, data, and other rates may apply. Refer to Mobile Device carrier for details.
14. **Company Responsibilities for Mobile Services.**
- a. Company agrees not to use Mobile Services to conduct any business or activity or solicit the performance of any activity that is prohibited by law or any contractual provision by which Company is bound with any person. Company agrees to comply with all applicable laws, rules, and regulations in connection with Mobile Services.

- b. Company agrees to promptly notify Bank in the event Company loses, changes, or destroys the Mobile Device whose number is registered with Mobile Services.
 - c. Company shall not use any company-identifiable information when providing shortcuts or creating nicknames to Accounts.
15. **Limited Liability for Use of Bank's Mobile Services.** Bank and Company's mobile service provider cannot make any representation or warranty that Company will have continuous or uninterrupted access to Bank's Mobile Service or any of its content or function or that any of the functions of Bank's Mobile Service will be error-free. The Mobile Banking Service is provided to Company "as is" and "as available." Bank and Company's mobile service provider cannot make any representation or warranty relating to Bank's Mobile Services (including, without limitation, its performance, availability, contents, or functions) or any advertisements or websites in connection with that Service. Company's sole and exclusive remedy for any failure or non-performance of Bank's Mobile Banking Service shall be for Bank to use commercially reasonable efforts to perform an adjustment or repair of Mobile Services. Company understands that there are risks associated with using a Mobile Device and that in the event of theft or loss; Company's confidential information could be compromised. In no event will Bank or any of its officers, directors, shareholders, subsidiaries, affiliates, agents, licensors or third party service providers be liable for any consequential (including, without limitation, loss of data, files, profit, or goodwill or the costs of procurement of substitute of goods or Mobile Services), indirect, incidental, special or punitive damages arising out of, or in connection with, Company's use of Mobile Services. Bank makes no representations or warranties regarding the accuracy, functionality or performance of Mobile Services or any software that may be used in connection with Mobile Services. Bank disclaims any express or implied warranties, including any warranties of merchantability, fitness for a particular purpose or error-free operation.

ACH ORIGATION

1. **Description of Service.** This Service allows Company to originate debit and credit Entries to Receiver Account(s) by means of the ACH Network.
2. **Compliance with the Rules and Applicable Law.** Company's rights and obligations with respect to any Entry are governed by the Rules, and U.S. laws. Company acknowledges receiving online access to ACH Rules. Company agrees to be bound by the Rules, as may be amended from time to time. Company represents and warrants that it will comply with the Rules and applicable laws, regulations, regulatory requirements and Bank's current Service Documentation, and that it will not transmit any Entry or engage in any act or omission that violates or causes Bank to violate the Rules, applicable laws, regulations or regulatory requirements, including, without limitation, regulations of OFAC, sanctions or executive orders, or any program administered by the United States Department of the Treasury's Financial Crimes Enforcement Network ("FinCEN"), the Board of Governors of the Federal Reserve and the Federal Financial Institutions Examination Council ("FFIEC"). Bank may terminate or suspend access upon written notice and identification of a material breach by Company of the Rules. Furthermore, Bank shall have the right to initiate an audit of Company procedures for compliance with this Service Agreement and the Rules, upon written notification to Company. Bank will charge the Company with any fines or penalties imposed by OFAC, Nacha or any organization which are incurred as a result of non-compliance by Company and Company agrees to fully reimburse and/or indemnify Bank for such charges or fines. The duties of Company set forth in the following paragraphs of this Agreement in no way limit the requirement of complying with the Rules
3. **Underwriting.** Company approval for use of this Service may be subject to underwriting criteria established by Bank from time to time. If Bank requires application of underwriting criteria to Company approval for use of this Service, Bank will communicate to Company the nature and content of that criteria and the information Company will be required to provide to Bank. Company agrees to provide Bank such financial, business and operating information as Bank may reasonably request in connection with Bank's underwriting and approval process. Bank may require the personal guarantee of a principal or an owner of Company.
4. **Security Procedures.**
 - a. Company is responsible to strictly establish and to maintain procedures to safeguard against unauthorized transactions. Company warrants that no individual will be allowed to initiate transfers in the absence of proper

supervision and safeguards, and agrees to take reasonable steps to maintain the confidentiality of the security procedures and any passwords, codes, security devices, and related instructions provided by Bank. If Company believes or suspects that any such information has been accessed by an unauthorized individual, Company will verbally notify Bank immediately, followed by written confirmation. The occurrence of such notification will not affect any transfers made in good faith by Bank prior to the notification and within a reasonable time period to prevent unauthorized transfers.

- b. Company understands and agrees that the authenticity of any ACH File or Entry transmitted to the Bank will be verified pursuant to the following security procedures:
 - i. Security Tokens. Adding the ACH Service requires all System Managers and any System Users at Company who will submit or approve ACH Entries through Online Banking System to use a security token when submitting ACH Entries to Bank. This requirement cannot be waived.
 - ii. PGP File Encryption. ACH Entries transmitted through SFTP must be encrypted with Secure Shell Protocol (SSH Protocol) file level encryption. This requirement cannot be waived.

The following authorization procedure is recommended to verify authenticity of ACH Entries sent to Bank:

 - iii. Dual Authorization. Bank's Standard Authorization Procedure recommends Company to require a secondary authorization for all ACH Entries. In order to provide the most protection to Company, secondary authorization should be granted by a different System Manager or System User using a security token provided through the VIP Access App on a Mobile Device or desktop computer or hand-held security token issued by Bank.
- c. The Rules recommend and require that ACH data (used in the routing and settlement of ACH transactions) be securely stored. Company's ability to limit access to production data can be done through commercially available software products and services. Access to ACH data can be limited to specific programs, user IDs, or read-only or read-and-edit-only access functionality. Files must be transmitted using security technology as provided in the Rules. Such File transmission between ACH participants, including Company, should utilize encryption and authentication methods. Encryption is a process of scrambling data content through hardware or software in order to protect the confidentiality of a File's contents. Authentication is a process of ensuring that files and data content are not altered between the originator and receiving points.
- d. The Company shall comply with the security procedures to this Agreement and Company acknowledges and agrees that the security procedures, including (without limitation) any Security Devices used in connection therewith, constitute commercially reasonable security procedures under applicable law for the initiation of ACH entries. The Company acknowledges that the security procedures are for verification of authenticity and not to detect errors in the transmission or content of the Entry and that Company alone bears sole responsibility for detecting and preventing such errors. Company authorizes Bank to follow any and all instructions entered and transactions initiated using applicable security procedures unless and until Company has notified Bank, according to notification procedures prescribed by Bank, that the security procedures or any security device has been stolen, compromised, or otherwise become known to persons other than user(s) and until Bank has had a reasonable opportunity to act upon such notice. Company agrees that the initiation of a transaction using applicable security procedures constitutes sufficient authorization for Bank to execute such transaction notwithstanding any particular signature requirements identified on any signature card or other documents relating to Company's deposit account maintained with Bank, and Company agrees and intends that the submission of transaction orders and instructions using the security procedures shall be considered the same as Company's written signature in authorizing Bank to execute such transaction. Company acknowledges and agrees that Company shall be bound by any and all Entries initiated through the use of such security procedures, whether authorized or unauthorized, and by any and all transactions and activity otherwise initiated by System User(s), to the fullest extent allowed by law.

- e. Company agrees to keep all security procedures and Security Devices protected, secure, and strictly confidential and to provide or make available the same only to System User(s). Company agrees to regularly instruct each System User not to disclose or provide any security procedures or Security Devices to any unauthorized person. Bank shall distribute Security Devices to the Company and Bank shall otherwise communicate with the Company regarding security procedures. Company shall have responsibility to distribute Security Devices to System User(s) and to ensure the proper implementation and use of the security procedures by System User(s). Where Company has the ability to change or modify a Security Device from time to time (e.g., a password or PIN), Company agrees to change Security Devices frequently in order to ensure the security of the Security Device and to frequently train System Users on potential risks of fraud and social engineering schemes arising from or related to online banking, ACH Origination and other types of payments-related fraud. Company agrees to notify Bank immediately, according to notification procedures prescribed by Bank, if Company believes that any security procedures or Security Device has been stolen, compromised, or otherwise become known to persons other than System User(s) or if Company suspects or should suspect that any ACH transaction or activity is unauthorized or in error. In the event of any actual or threatened breach of security, Bank may issue Company a new Security Device or establish new security procedures as soon as reasonably practicable, but Bank shall not be liable to Company or any third party for any delay in taking such actions.
 - f. Without limiting the foregoing, the Company warrants that no unauthorized individual will be allowed to initiate transfers without proper supervision. If the Company suspects, knows, believes or has reason to believe that an unauthorized individual has transmitted or attempted to transmit one or more Entries or that the security procedures or other Security Devices have otherwise been compromised, the Company agrees to immediately notify the Bank and agrees that any Entry received by the Bank before or within a reasonable time after such notice to the Bank shall be treated as authorized by the Company.
 - g. The Company is solely responsible for providing and maintaining the physical, electronic, procedural, administrative, and technical security of data and systems in Company's possession or under Company's control. The Bank is not responsible for any computer viruses (including, without limitation, programs commonly referred to as "malware," "keystroke loggers," and/or "spyware"), problems or malfunctions resulting from any computer viruses, or any related problems that may be associated with the use of an online system or any ACH Origination services. Any material downloaded or otherwise obtained is obtained at the Company's own discretion and risk, and the Bank is not responsible for any damage to Company's computer or operating systems or for loss of data that results from the download of any such material, whether due to any computer virus or otherwise. The Company is solely responsible for maintaining and applying anti-virus software, security patches, firewalls, and other security measures with respect to the Company's operating systems, and for protecting, securing, and backing up any data and information stored in or on the Company's operating systems. The Bank is not responsible for any errors or failures resulting from defects in or malfunctions of any software installed on the Company's operating systems or accessed through an Internet connection.
 - h. The Company acknowledges and agrees that it is the Company's responsibility to protect itself and to be vigilant against e-mail fraud and other internet frauds and schemes (including, without limitation, fraud commonly referred to as "phishing" and "pharming"). The Company agrees to educate user(s), agents, and employees as to the risks of such fraud and to train such persons to avoid such risks. The Company acknowledges that Bank will never contact the Company by e-mail in order to ask for or to verify account numbers, security devices, or any sensitive or confidential information. In the event the Company receives an e-mail or other electronic communication that the Company believes, or has reason to believe, is fraudulent, the Company agrees that neither Company nor its user(s), agents, and employees shall respond to the e-mail, provide any information to the e-mail sender, click on any links in the e-mail, or otherwise comply with any instructions in the e-mail. The Company agrees that the Bank is not responsible for any losses, injuries, or harm incurred by the Company as a result of any electronic, e-mail, or Internet fraud.
 - i. In the event of a breach of the security procedure, the Company agrees to assist the Bank in determining the manner and source of the breach. Such assistance shall include, but shall not be limited to, providing the Bank or the Bank's agent access to Company's hard drive, storage media and devices, systems and any other equipment or device that was used in breach of the security procedure. The Company further agrees to provide to the Bank any analysis of such equipment, device, or software or any report of such analysis performed by the Company, the Company's agents, law enforcement agencies, or any other third party. Failure of the Company to assist the Bank shall be an admission by the Company that the breach of the security procedure was caused by a person who obtained access to transmitting facilities of the Company or who obtained information facilitating the breach of the security procedure from the Company and not from a source controlled by the Bank.
 - j. Bank reserves the right to modify, amend, supplement, or cancel any or all security procedures, and/or to cancel or replace any Security Device, at any time and from time to time in Bank's discretion. Bank will endeavor to give Company reasonable notice of any change in security procedures; provided that Bank may make any change in security procedures without advance notice to Company if Bank, in its judgment and discretion, believes such change to be necessary or desirable to protect the security of Bank's systems and assets. Company's implementation and use of any changed security procedures after any change in security procedures shall constitute Company's agreement to the change and Company's agreement that the applicable security procedures, as changed, are commercially reasonable and adequate for the purposes intended.
5. **Alternative Method.** In the event the System is unavailable, Company may submit ACH Entries via an Alternative Method process as described below or other Service Documentation. Alternate Method used if System is Unavailable:
- a. In the event that there is an outage with Online Banking, Bank offers an alternate method to enable Company to issue ACH instructions to Bank through Online Banking's Secure Messaging service. If Online Banking's Secure Messaging service is unavailable, Company will utilize Bank's Secure Email to transmit payment instructions and call 866.221.1136 to authenticate identity. Company authorizes Individuals with access to the Online ACH Service to receive all confidential funds transfer materials from Bank related to this Service. In addition, Company must authorize Individuals to submit ACH instructions to Bank through Online Banking's secure messaging service or Bank's secure email service.
 - b. In the event that Company's Mobile Device or desktop computer with VIP Access App is lost, stolen, or otherwise inaccessible, Company will contact Bank to report Individuals' Login Credentials with linked Credential ID and request connection removed. Company will obtain a different Mobile Device or desktop computer, download VIP Access App and contact Bank to link new Credential ID to Individuals' Login Credentials.
 - c. In the event that hand-held security token malfunctions, is lost, or is otherwise inaccessible, Company will contact Bank to report and request Individuals' Login Credentials with linked Credential ID be removed. Bank will link a new Credential ID to a replacement hand-held security token for Individual, and complete the out-of-band authentication on behalf of the Individual for the ACH before sending the new hand-held security token to Company for Individual.
6. **Authorization.** Company hereby authorizes Bank to transmit any Entry received by Bank from Company in accordance with the Rules and the terms of the ACH Agreement and to credit or debit the amount of such Entries to the ACH Account(s) specified by Company.
7. **Company's Representations, Warranties and Agreements.** The Company represents and warrants that each Entry provided to the Bank complies in all respects with the Rules and this Agreement. The Company acknowledges and agrees that, pursuant to the Rules, the Bank makes certain warranties to the ACH Operator and other Banks and that such warranties are made in reliance on: (i) the representations and warranties of the Company, including but not limited to those contained in this section of this Agreement and (ii) Company's agreement to be bound by the Rules and applicable law. The Company shall indemnify the Bank against any claims, alleged claims, loss, liability or expense (including attorneys' fees and expenses) resulting directly or indirectly from, related to or arising out of: (i) any breach of the Company's warranties or this Agreement; (ii) Company's failure to exercise ordinary care in connection with its duties hereunder; (iii) any

action by the RDFI upon an unauthorized or erroneous Entry initiated by the Company; (iv) any actions by a Designated Service Provider or agent of the Company that results in a breach of this Agreement by the Company; (v) to the extent that it involves the Bank, any litigation by an ACH Operator, an RDFI or any Company receivers asserting noncompliance on the Company's part with the Rules, laws, regulations or regulatory requirements. Without limiting the foregoing, the Company warrants:

- a. Each Entry is authorized pursuant to the Rules and the authorization has not been revoked;
 - b. Each authorization is clear and readily understandable by the receiver;
 - c. Copies of authorizations will be made available when requested by the Bank;
 - d. Each credit Entry is timely and accurate;
 - e. Each debit Entry is for a sum which, on the Settlement Date will be due and owing to the Company from the party whose account will be debited, is for a sum specified by such party or is to correct a previously transmitted erroneous credit Entry;
 - f. No Entry has been reinitiated in violation of the Rules;
 - g. Company warrants it has complied with all the warranties set forth in the Rules for each Entry initiated;
 - h. If the Company originates Same Day ACH Entries, the special warranties set forth in the Rules for such Entries have been complied with;
 - i. The Company has used commercially reasonable procedures to verify that all information contained in an Entry, including but not limited to routing numbers, is accurate and valid; and,
 - j. This Agreement has been duly and properly authorized by the Company, the party executing this Agreement is properly authorized on behalf of the Company to execute this Agreement on its behalf, and this Agreement is enforceable by the Bank in accordance with its terms.
8. **Third-Party Service Providers.** Company may be using special equipment, services or software provided by a Designated Service Provider to assist it in processing Files hereunder. For each Designated Service Provider, Company (a) agrees that Designated Service Provider is acting as Company's agent in the delivery of Files to Bank, and (b) agrees to assume full responsibility and liability for any failure of Designated Service Provider to comply with the laws of the United States, the Rules and this Agreement. Bank shall not be liable for any losses, fees, costs or expenses incurred by Company as a result of any error by Designated Service Provider or a malfunction of equipment provided by Designated Service Provider. Company is solely responsible for maintaining compliance with the requirements of Designated Service Provider, including obtaining any software updates, and to ensure Designated Service Provider complies with this Agreement. Bank's sole responsibility shall be to transmit transactions approved by Company on to the ACH Operator and Bank shall not have any responsibility for any File handled by Designated Service Provider until that point in time when Bank accepts and approves a File from such Designated Service Provider for processing. To the extent Company and the Designated Service Provider have entered into a separate agreement ("Designated Service Provider Agreement") that conflicts with the terms of this Agreement, Company agrees that this Agreement shall control. All of Company's obligations and responsibilities under this Agreement apply to the Designated Service Provider, and Company represents and warrants that any separate Designated Service Provider Agreement with the Designated Service Provider shall so provide. At Bank's request, Company shall provide to Bank a true and exact copy of any Designated Service Provider Agreement. Company shall designate the Designated Service Provider as a System User before the Designated Service Provider sends Files to Bank. Notwithstanding the foregoing, Company hereby authorizes Bank to accept any File submitted by the Designated Service Provider even if the Designated Service Provider has not been designated as a System User or if the Third-Party Designated Service Provider has not executed a Designated Service Provider Agreement. Company hereby indemnifies and holds Bank harmless for any losses, damages, fines, assessments, costs, fees (including attorneys' fees), and expenses incurred or suffered by Bank or any other person arising from or in any way related to Company's use of Designated Service Provider or any alleged or actual violation of the Rules.
9. **International ACH Transactions ("IAT").** Company shall not initiate any IAT Entries without Bank's prior approval. If approved by Bank, the following provisions apply to IAT Entries originated by Company:
- a. IAT Entries are transmitted by Bank in U.S. dollars and may be converted to the local currency for receipt in the foreign country at the exchange rate determined by Bank's processor on the date determined by Bank's processor. All risk of fluctuation in the applicable exchange rate is borne by Company and Company agrees and acknowledges that Bank shall not be liable to Company for any loss or charge incurred by Company as the result of the application of any foreign currency exchange criteria imposed by any institution or agency located outside the United States.
 - b. In the event of an error in an Entry or duplicate entries, Company acknowledges and agrees that Company shall be liable for any and all losses caused by a direct or indirect result from the error or duplicate Entry.
 - c. Company shall originate all International ACH Transactions, as that term is defined in the Rules, with an IAT SEC code and Company hereby agrees to abide by all of the Rules related to IAT Entries.
 - d. Company agrees that in the case of a non-Consumer Account, Company shall enter into an agreement with the Receiver whereby the Receiver agrees to abide by the Rules in effect from time to time.
 - e. Company acknowledges that it has reviewed and understands the section of the Rules entitled (or otherwise dealing with) "Rules Exceptions for Outbound IAT Entries" and Company understands and agrees that laws, regulations, and rules of the country in which the Receiver is located shall govern the matters listed within that subsection. Company further acknowledges that Company understands how such laws, regulations and rules differ from the Rules.
 - f. Company agrees and acknowledges that any assistance by Bank does not in any manner obligate Bank for the accuracy or enforceability of the Entry in any country outside the United States.
 - g. Company bears the risk of any loss caused by any delay, tax, cost, tariff, fee, or other charge incurred on account of the Entry in any country outside the United States.
 - h. If the settlement of any IAT Entry involves clearing of the Entry in more than one country outside the United States, Bank shall be permitted to rely upon any advice or instruction received by Bank from the financial institution or financial agency located in the first country outside the United States to which the Entry is directed.
 - i. IAT Entries must be authorized as provided in the Rules. The form and content of the authorization, including whether such authorization may be oral, electronic, or written, shall be governed by the laws and payment system rules of the receiving country.
 - j. Company hereby indemnifies Bank from and against any and all resulting claims, demands, losses, liabilities, or expenses, including attorneys' fees and costs, resulting directly or indirectly from Company's origination of an IAT Entry.
10. **WEB Debit-Internet Initiated Entries/Mobile Entry.** When submitting WEB Debit Entries through the System or Mobile System, Company must:
- a. Employ a commercially reasonable method of authentication to verify the identity of the consumer;
 - b. Employ a commercially reasonable fraudulent transaction detection system to screen each Entry;
 - c. Use commercially reasonable procedures to verify that routing numbers are valid; and,
 - d. Conduct an audit annually, and share this audit with Bank upon Bank's request, to ensure that Bank information Company obtains from Receivers is protected by security practices and procedures that include, at a minimum, adequate levels of (i) physical security to protect against theft, tampering, or damage; (ii) personnel and access controls to protect against unauthorized access and use; and (iii) network security to ensure capture, storage and distribution.
11. **Bank Obligations and Authorization.** Bank shall, in accordance with the Rules, process, transmit and settle any Entry. Bank shall have no obligation to transmit an Entry if Company fails to comply with the Rules or any terms of the Agreement.
12. **Company's Account.** Company will maintain an ACH Account with Bank at all times during the term of the Agreement. Company shall at all times maintain a balance of available funds in the ACH Account sufficient to cover Company's obligations under the Agreement. If Collected Balance in the ACH Account is

- insufficient to cover the aggregate amount of Entries, Bank shall have no obligation to transmit such Entries. Company authorizes Bank to debit its ACH Account or any other account maintained at the Bank for any amount it owes Bank as a result of the Agreement.
13. **Prefunding.** The Bank reserves the right to require the Company to pre-fund an account maintained at the Bank. The Bank will communicate directly to the Company if pre-funding is required and, if requested by the Company, will provide the Company with an explanation of its pre-funding criteria. Bank may suspend Company's ACH processing if Company fails to establish the required amount of reserves within the time period specified by Bank in its communication to Company.
 14. **Due Diligence.** Company will supply Bank with due diligence information when requested. This information may include, but is not limited to, financial data, names and other information concerning the principles of Company, information about the business in which Company participates, information regarding the creditworthiness of Company, projected return rates, and payment history. Bank may, in its reasonable discretion, conduct a limited review of Company's operations to ensure compliance with the provisions of the Agreement. Where Bank reasonably believes that Company's financial condition is impaired or deteriorating, Bank may refuse to process any Entries or may require pre-funding of all Entries.
 15. **Format and Content of Entries.** Entries will be formatted based on the Rules in the standard ACH format. Company shall refer to the Rules for the specific formats.
 16. **Effective Entry Date.** Company must specify a Business Day as the Effective Entry Date on which it intends a batch of Entries to be posted.
 17. **Authorizations.** The Company shall obtain an authorization as required by the Rules ("Authorization Agreement") from the person or entity whose account will be debited or credited as the result of a debit or credit Entry initiated by the Company and the Company shall retain the Authorization Agreement while it is in effect for two (2) years after termination or revocation of such authorization as stated in the Rules. Upon request, the Company shall furnish the original or a copy of the authorization to any affected Participating Depository Bank, as defined in the Rules.
 18. **Prenotification.** Company, at its option, may send prenotification that it intends to initiate an Entry or Entries to a particular account within the time limits prescribed for such notice in the Rules. Such notice shall be provided to the Bank in the format and on the medium provided in the media format section of such Rules. If Company receives notice that such prenotification has been rejected by an RDFI within the prescribed period, or that an RDFI will not receive Entries without having first received a copy of the Authorization Agreement signed by its customer, Company shall not initiate any corresponding Entries to such accounts until the cause for rejection has been corrected or until providing the RDFI with such authorization within the time limits provided by the Rules.
 19. **Cancellation or Amendment of an Entry.** Company shall have no right to cancel or amend any Entry after its receipt by Bank and Bank shall have no obligation or duty to cancel or amend any Entry once received. However, Bank shall use reasonable efforts to act on a request by Company to cancel an Entry before transmitting it to the ACH Operator or crediting or debiting an On-Us Entry. Any such request shall comply with the Agreement, including the security procedures described in the Agreement. Bank shall have no liability if it fails to effect any amendment or cancellation. Company shall reimburse, indemnify and hold harmless the Bank for any expenses (including attorneys' fees), losses or damages Bank incurs in effecting or attempting to effect Company's request for the cancellation of an Entry.
 20. **Rejection of Entries.** Bank may reject any Entry, including an On-Us Entry, that does not comply with the requirements of the Rules or this Agreement. Bank shall notify Company 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, the day before its Effective Entry Date. Notices of rejection shall be effective when given. 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.
 21. **Provisional Credit Notice.** In the case of a credit Entry, credit given by the RDFI for the Entry is provisional until the RDFI has received final settlement through a Federal Reserve Bank or has otherwise received payment. If the RDFI does not receive payment for the Entry, the RDFI is entitled to a refund from the Receiver in the amount of the credit to the Receiver Account, and Company will not be considered to have paid the amount of the credit Entry to the Receiver.
 22. **Reversals.**
 - a. Company may reverse an Entry pursuant to the Rules. Reversals can only be initiated if:
 - i. A duplicate file or Entry was improperly initiated;
 - ii. A payment was processed for the wrong dollar amount;
 - iii. A payment was processed to the wrong Receiver; or,
 - iv. A payment was processed for the wrong date.

The following are improper reasons for reversing an Entry and are therefore prohibited:

 - i. The Originator or Third-Party Sender failed to provide funding for the original entry or file;
 - ii. The initiation of the reversal is outside the time period permitted by the Rules. The Rules require that a reversing entry must be transmitted in such time that it is made available to the RDFI within five banking days following the settlement date of the erroneous entry; or,
 - iii. For any reason that is not explicitly permitted under the Rules.
 - b. **General Procedure.** Upon proper and timely request by the Company, the Bank will use reasonable efforts to effect a reversal of an Entry or File. To be "proper and timely," the request must (i) be made within the time prescribed in the Rules for reversals for an Entry or File; and (ii) be made immediately, upon discovery of the error. In addition, if Company requests reversal of a Debit Entry or Debit File, it shall concurrently deposit into the Company Account an amount equal to that Entry or File. Company shall notify the Receiver of any reversing Entry initiated to correct any Entry it has initiated in error. The notification to the Receiver must include the reason for the reversal and be made no later than the Settlement Date of the reversing Entry.
 - c. **No Liability: Indemnification of Bank.** Under no circumstances shall the Bank be liable for interest or related losses if the requested reversal of an Entry is not effected. If the Company reverses an Entry or File, the Company shall indemnify the Bank against any claim, alleged claim, demand, loss, liability or expense (including attorneys' fees) arising from or in any way (directly or indirectly) related to an Entry or File reversal.
 23. **Notice of Returned Entries and Notifications of Change.** The Bank shall notify the Company through its Online Banking System of the receipt of a returned Entry or Notification of Change (NOC) from the ACH Operator no later than one Business Day after the Business Day of such receipt. The Bank shall have no obligation to retransmit a returned Entry if the Bank complied with the terms of this Agreement with respect to the Entry. Bank shall provide Company all information, as required by the Rules, with respect to each NOC Entry or Corrected NOC Entry received by Bank relating to Entries transmitted by Company. Company shall ensure that changes requested by the NOC or Corrected NOC are made within the number of Banking Days as required by the Rules of Company's receipt of the NOC information from Bank or prior to initiating another Entry to the Receiver's account, whichever is later.
 24. **Automated Delivery of NOCs>Returns.** Automated Delivery of NOCs>Returns is available to Company by indicating on the Agreement and Service Documentation.
 25. **Entries Returned as Unauthorized.** In the event that an Entry is returned as unauthorized or authorization revoked, Company will contact the necessary parties and resolve any dispute. During this process Company may ask Bank to request from the RDFI a copy of the "Written Statement of Unauthorized Debit." Bank will make reasonable effortsto obtain the form and will deliver it to Company when received. Company agrees not to re-originate any Entry returned as unauthorized or as authorization revoked unless Receiver reauthorized the Entry or Entry stream.
 26. **Liability.** To the extent allowed by law, Bank shall not be liable for, and shall be excused from, failing to transmit or any delay in transmitting an Entry (i) if such transmittal would result in Bank's having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines; (ii) if, for any reason, the ACH Operator fails or declines to process an Entry; (iii) if, in Bank's sole discretion, processing an Entry would violate or contribute to the violation of any present or future risk control program of the Federal Reserve or any Rule, law, regulation or regulatory requirement; or (iv) if processing an Entry, in Bank's sole discretion, would cause it to engage in an unsafe and unsound practice.

27. **Prohibited Transactions.** Company agrees not to use or attempt to use the services (a) to engage in any illegal purpose or activity or to violate any applicable law, rule or regulation, (b) to breach any contract or agreement by which Company is bound, (c) to engage in any internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction, or (d) to engage in any transaction or activity that is not specifically authorized and permitted by this Agreement. Company acknowledges and agrees that Bank has no obligation to monitor Company's use of the services for transactions and activity that is impermissible or prohibited under the terms of this Agreement; provided, however, that Bank reserves the right to decline to execute any transaction or activity that Bank believes violates the terms of this Agreement.
28. **Rules Enforcement.** In the event that a Report of Possible Rules Violation is filed on the Company, the Company shall cooperate with Bank and take appropriate steps to correct the problem as required by the Rules and within the time frames suggested by the Bank. In the event that a fine is levied against the Bank for a violation of the Rules, the Company agrees to indemnify and hold the Bank harmless from any and all costs, expenses, fees (including attorneys' fees), damages, losses or other similar obligation arising from or in any way related to the fine and any claims that Company has violated the Rules.
29. **Rates.** In the event the rate of any of the following occur based on the calculations noted in the Rules, Company will share the data requested by Bank and will immediately begin the process of bringing the rate below the specified percent:
- Unauthorized transactions exceed one half of a percent (1/2%);
 - Administrative return rate exceeds three percent (3%); or,
 - Overall return rate exceeds fifteen percent (15%).
30. **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 may be made on the basis of the Account number even if it identifies a person different from the named Receiver, and Company's obligation to pay the amount of the Entry to Bank is not excused in such circumstances.
31. **ACH Rule Compliance Review.** Company agrees to review its compliance with the ACH Rules on a periodic basis. Bank has a right to request the details of the review.
32. **Credit Approval and Exposure Limits.** In utilizing the ACH in performance of this Agreement, Bank must make certain warranties on behalf of Company. Specifically, Bank is charged with assuring the financial soundness of Company to make the intended Entries. Bank must approve all ACH Agreements and may request financial information from Company and/or a separate credit agreement. Company acknowledges and agrees that Bank shall be authorized to obtain a credit report(s) on Company as may be necessary in Bank's discretion from time to time. Bank may also from time to time assign Company an Exposure Limit. Company acknowledges that the ACH Exposure Limit is used for the protection of Bank and its assets. Company understands that daily requests for Entries exceeding this amount are honored solely at the discretion of the Bank and that Bank may alter, amend, increase or decrease Company's Exposure Limit from time to time at the discretion of the Bank. Requests not honored would be communicated to the Company or the Company's designated representative. Company must send a Secure Message through Online Banking or call 866.221.1136 if a temporary increase is required.
33. **Delivery and Timing.** ACH Entries shall be delivered electronically to Bank through its Online Banking system (or other agreed upon method) by 7:00 p.m. CT one (1) Business Day before the requested Effective Entry Date.
34. **Same Day Entries.** A Credit or Debit Entry with an Effective Entry Date of the date of or a date prior to the date of the transmission of the Entry or File to Bank and received by Bank prior to the applicable cut-off time shall be considered to be a Same Day Entry. The Rules impose a per-transaction Entry limit of \$100,000. Entries above the amount allowed in the Rules and IAT Entries are not eligible for Same Day ACH processing. In addition to any other fees that Company is obligated to pay Bank, Company hereby agrees to pay Bank the Same Day Entry fee established by Bank from time to time for Same Day Entries transmitted to Bank by Company.
35. **Automated ACH File Delivery.** Automated ACH File Delivery is available to Company by indicating on the Agreement and Service Documentation. ACH Entries transmitted through SFTP require PGP File Encryption through Secure Shell Protocol ("SSH Protocol"). This is a required security procedure and cannot be waived. The security procedures described in the Agreement are for verification of authenticity and not to detect errors in the transmission or content of the Entry. Bank and Company have not agreed to any security practice or procedure for the detection of any such errors.
- Validation.** As part of the file transmission process when submitting ACH Entries through Automated ACH File Delivery, Company acknowledges and agrees to Bank's required confirmation process to validate ACH file submissions as contained in the Agreement. With each file transmission using Automated ACH File Delivery, company will receive an automated email from the Designated Service Provider with an attachment that includes but is not limited to item count, record count, total credit amount and total debit amount. If there are any concerns or issues with this file transmission, Company has one (1) hour or up to next ACH cutoff time, which is shorter, to notify Bank of any issues with the file resulting in Bank not process file. Unless notified with this defined time duration, bank will process ACH Entries. Validation includes:
 - Email notification is sent by Designated Service Provider;
 - Designated Service Provider maintains email address and user information related to email notification;
 - Company will communicate updates to email addresses or users directly to Designated Service Provider;
 - Company agrees to correct and resubmit file upon notifying Bank of any issues;
 - Non-receipt of an email notification will result in Bank processing file.
36. **Financial Information and Audit.** The Bank may from time to time request information from the Company in order to evaluate a continuation of the service to be provided by the Bank hereunder and/or adjustment of any limits set by this Agreement. The Company agrees to provide the requested financial information immediately upon request by the Bank, in the form required by the Bank. The Company authorizes the Bank to investigate or reinvestigate at any time any information provided by Company in connection with this Agreement or the service. Upon request by the Bank, the Company hereby authorizes the Bank to enter the Company's business premises for the purpose of ensuring that the Company is in compliance with this Agreement and Company specifically authorizes the Bank to perform an audit of the Company's operational controls, risk management practices, staffing and the need for training and ongoing support, and information technology infrastructure. The Company hereby acknowledges and agrees that the Bank shall have the right to mandate specific internal controls at the Company's location(s) and Company shall comply with any such mandate. In addition, the Company hereby agrees to allow the Bank to review available reports of independent audits performed at the Company location related to information technology, the service and any associated operational processes. The Company agrees that if requested by the Bank, the Company will complete a self-assessment of Company's operations, management, staff, systems, internal controls, training and risk management practices that would otherwise be reviewed by Bank in an audit of Company. If the Company refuses to provide the requested financial information, or if Bank concludes, in its sole discretion, that the risk of the Company is unacceptable, if the Company violates this Agreement or the Rules, or if the Company refuses to give the Bank access to Company's premises, Bank may terminate the service and this Agreement according to the provisions hereof.

BUSINESS BILL PAY

- Description of Service.** This Service allows Company to direct Bank and Designated Service Provider to submit Payment Instructions to make payments Company chooses in accordance with this Agreement to a designated Payee utilizing the System.
- Bill Pay Services.** Company will establish and authorize bill payments to the Payee by submitting Payment Instructions to Bank and Designated Service Provider through the System. Company is solely responsible for choosing the Payment Account, establishing Payees, and providing accurate Payment Instructions. All Payees must have a valid US address, zip code, and telephone number. At the sole discretion of Bank or the Designated Service Provider, payments may include, but may not be limited to, an electronic payment, an electronic check payment in the form of a single-use pre-paid card, or a paper draft

check payment (funds remitted to the Payee are deducted from Company's Payment Account when the paper draft check is presented to Bank for payment). Subject to the terms and conditions of the Agreement, Designated Service Provider will follow Company's Payment Instructions by debiting Company's Payment Account and remitting the funds on Company's behalf to the designated Payee.

3. **Bill Pay Access.** Company may use the Service offered by Bank through Designated Service Provider according to the terms and conditions of the Agreement. All checking Accounts, including Personal Accounts are eligible to be enrolled in the Service.
4. **Payment Cancellation Requests and Stop Payments.** Company may cancel or edit any Scheduled Payment (including Recurring Payments) prior to 3 p.m. CT on the Payment Processing Date only if the Designated Service Provider has not begun to process the payment. There is no charge for canceling or editing a Scheduled Payment. Company understands and agrees once any Payment Instruction is in-process, it cannot be canceled or edited through the Service or that any stop payment request can be honored only if Payment Account has not already been debited for the payment and Bank or Designated Service Provider has had a reasonable time to act on the stop payment request. In addition, stop payment requests are subject to the provisions set forth in the Agreement. Customary stop payment fees will apply.
Bank or Designated Service Provider's ability to process a stop payment request will depend on the payment method and how the funds were remitted to the Payee and the elapsed time since the Payment Instructions were processed. Bank or Designated Service Provider may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If Company desires to stop any payment that has already been processed, Company must contact customer service at the 866-221-1136 number listed on Bank's website. Although Bank and or Designated Service Provider will make every effort to accommodate Company's request, Bank and or Designated Service Provider will have no liability for failing to do so, and Company shall indemnify Bank and Designated Service Provider for any damages incurred during such attempt.
5. **Timeliness of Payments.** Company is solely responsible for scheduling and authorizing bill payments in such a manner that the bills will be paid on time.
6. **Payment Scheduling.** When scheduling payments, Company must select a Scheduled Payment Date that is no later than the actual Due Date reflected on Company's Payee statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, Company must select a Scheduled Payment Date that is prior to the actual Due Date. Scheduled Payment Dates must be earlier than the late date or grace period.
7. **Recurring Payments.** Company is able to schedule Recurring Payments through the Service. When a Recurring Payment is processed, the next instance of the Recurring Payment is automatically scheduled by the Service. Based upon the frequency settings selected by Company for the Recurring Payment, the next Scheduled Payment Date is chosen by the Service for the next occurrence of the Recurring Payment. If the chosen Scheduled Payment Date falls on a non-Business Day, the Scheduled Date will be set to the preceding Business Day. If Company frequency settings for a Recurring Payment specify the 29th, 30th, or 31st as the Scheduled Payment Date for a particular month where those days do not exist in that month, then the last Business Day of that month will be used as the Scheduled Payment Date.
8. **Rush Payments.** Rush Payments are available to Company through the Service. Rush Payments guarantee delivery of bill payments to Payees within one to two Business Days. Fees for Rush Payments are disclosed within the Service when scheduling a Rush Payment.
9. **Payment Authorization and Payment Remittance.** By providing the Bank and Designated Service Provider with Payment Instructions through the Service, Company authorizes the Bank and Designated Service Provider to make payments to a designated Payee Account by debiting the designated Payment Account. In order to process payments more efficiently and effectively, the Designated Service Provider may edit or alter payment data or data formats in accordance with Payee directives in order for payments to process electronically.

When Bank and the Designated Service Provider receives Payment Instructions from Company through the Service, Company authorizes Bank and the Designated Service Provider to debit Company's Payment Account and remit funds on Company's behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by Company. Company also authorizes the

Bank and Designated Service Provider to credit Company's Payment Account for payments returned to Bank and or Designated Service Provider by the United States Postal Service or Payee.

Designated Service Provider will use commercially reasonable efforts to make all Company's payments properly. However, Bank and Designated Service Provider shall incur no liability and any service guarantee, as described above, shall be void if Bank and Designated Service Provider is unable to complete any payments initiated by Company because of the existence of any one or more of the following circumstances:

- a. If, through no fault of Bank, Company's Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of Company's Payment Account;
- b. The payment processing center is not working properly and Company knows or has been advised by Bank and or Designated Service Provider about the malfunction before Company executes the transaction;
- c. Company has not provided the Designated Service Provider with the correct Payment Account information, or the correct name, address, telephone number or Payee Account information for the Payee.

Bank and Designated Service Provider are not required to honor any Payment Instructions if Collected Balance , or Available Balance for Personal Accounts, is not sufficient in the Payment Account in an amount equal to or greater than the amount of the item. In the case of insufficient funds, Bank or Designated Service Provider has the option in its sole discretion to either honor or dishonor the item. If the item is honored, Company is liable for any overdraft and related charges. If the item is dishonored, Company is responsible for any related charges from Bank or third parties.

10. **Prohibited Payments.** Payments to Payees outside of the United States or its territories are prohibited through the Service.
11. **Exception Payments.** Tax payments and court-ordered payments should not be scheduled through the Service. In no event shall Bank or Designated Service Provider be liable for any claims or damages resulting from Company scheduling these types of payments. The service guarantee described above, as it applies to any late payment related charges, is void when these types of payments are scheduled and/or processed through the Service. Bank and Designated Service Provider has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, un-posted or misdirected payments will be the sole responsibility of Company and not Bank or Designated Service Provider.
12. **Bill Delivery and Presentment.** This feature is for the presentment of electronic bills ("eBills") only and it is Company's sole responsibility to contact Payees directly if Company does not receive its statements. In addition, if Company elects to activate one of the Service's electronic bill options, Company also agrees to the following:
 - a. Information provided to the Payee. Designated Service Provider is unable to update or change Company's information including, but not limited to, name, address, phone numbers and email, with the electronic Payee. Any changes will need to be made by contacting the Payee directly. Additionally, it is Company's responsibility to maintain Login Credentials for all electronic Payee sites. Company also agrees not to use information received without authorization to gain unauthorized access to another person or company's bill. Designated Service Provider may, at the request of the Payee, provide to the Payee, Company's email, service address, or other data specifically requested by the Payee at the time of activating the electronic bill for that Payee, for purposes of the Payee informing Company about Service and/or bill information.
 - b. Activation. Upon activation of the electronic bill feature, Designated Service Provider may notify the Payee of Company's request to receive electronic billing information. The presentment of Company's first electronic bill may vary from Payee to Payee and may take up to sixty (60) calendar days, depending on the billing cycle of each Payee. Additionally, the ability to receive a paper copy of Company's statement(s) is at the sole discretion of the Payee. While Company's electronic bill feature is being activated, it is Company's responsibility to keep its Payee Accounts current. Each electronic Payee reserves the right to accept or deny Company's request to receive electronic bills.

- c. **Authorization to Obtain Bill Data.** Company's activation of the electronic bill feature for a Payee shall be deemed by Designated Service Provider to be Company's authorization for Designated Service Provider to obtain bill data from the Payee on Company's behalf. For some Payees, Company will be asked to provide Designated Service Provider with Company's Login Credentials for that Payee. By providing Designated Service Provider with such information, Company authorizes Designated Service Provider to use the information to obtain Company's bill data.
 - d. **Notification.** Designated Service Provider will use commercially reasonable efforts to present all of Company's electronic bills promptly. In addition to notification within the Service, Designated Service Provider may send an email notification to the email listed for Payment Account. It is Company's sole responsibility to ensure that this information is accurate. In the event Company does not receive notification, it is Company's responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Payee to Payee. Company is responsible for ensuring timely payment of all bills.
 - e. **Cancellation of Electronic Bill Notification.** The electronic Payee reserves the right to cancel the presentation of electronic bills at any time. Company may cancel electronic bill presentation at any time. The timeframe for cancellation of Company's electronic bill presentation may vary from Payee to Payee. It may take up to sixty (60) calendar days, depending on the billing cycle of each Payee. Designated Service Provider will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.
 - f. **Non-Delivery of Electronic Bill(s).** Company agrees to hold Bank or Designated Service Provider harmless should the Payee fail to deliver Company's statement(s). Company is responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Payee directly.
 - g. **Accuracy and Dispute of Electronic Bill.** Designated Service Provider is not responsible for the accuracy of Company's electronic bill(s). Designated Service Provider is only responsible for presenting the information it receives from the Payee. Any discrepancies or disputes regarding the accuracy of Company's electronic bill summary or detail must be addressed with the Payee directly.
 - h. The Agreement does not alter Company's liability or obligations that currently exist between Company and its Payees.
13. **Service Termination, Cancellation or Suspension.** Any payment(s) Bank or Designated Service Provider has already processed before the requested cancellation date may be completed by Bank or Designated Service Provider, in its sole discretion. All Scheduled Payments including Recurring Payments will not be processed once the Service is cancelled. Bank or Designated Service Provider may terminate Service to Company at any time. Termination shall affect Company's liability or obligations under the Agreement.
 14. **Establishing and Maintaining Payees.** To begin using the Service, Company must establish at least one Payee in the Payee List. Company may add, modify, or delete Payees as necessary. Company is responsible to manage the Payee List and maintain accurate Payee information, such as but not limited to the address to which the Payee specifies payments are to be delivered, Payee Account number and the name on the Payee Account. All Payees must have a valid U.S. address, zip code, and telephone number. Bank and Designated Service Provider reserve the right to refuse or remove a Payee for any reason.
 15. **Scheduling Payments.** Company must choose a Payee from the Payee List and indicate through Payment Instructions whether bill payment is for one-time or a Recurring Payment.
 16. **Payee Limitation.** Bank reserves the right to cancel any bill payments to Payee to whom Company may direct a payment. Bank will notify Company promptly if Bank decides to cancel bill payments to a Payee designated by Company. This notification is not required if Company attempts to make a prohibited payment or an exception payment under the Agreement.
 17. **Returned Payments.** In using the Service, Company understands that Payees and/or the United States Postal Service may return bill payments to Company or Designated Service Provider for various reasons including, but not limited to (i) Payee's forwarding address expired; (ii) Payee Account number is not valid; (iii) Payee is unable to locate Payee Account; or, (iv) Payee Account is paid in full or has been turned over to another business, person or other entity. If a bill payment

is returned due to the Payee unable to locate the Payee Account, the Payee will be deactivated in the Service and all Scheduled Payments and Recurring Payments for that Payee canceled. If bill payments in the form of a paper draft check are returned to Designated Service Provider due to an invalid Payee address, Designated Service Provider will update the Payee address if an updated address was provided with the returned paper draft check. Company may receive notification from the Service in the event an electronic bill payment is returned.

ELECTRONIC DATA INTERCHANGE

1. **Description of Service.** This Service uses electronic information processing to automate the exchange of business and financial information between us and you, as well as other parties. We will distribute such information to you as it is received through the ACH network in a format previously agreed upon by both of us. This Service allows Company to access and download ACH Addenda reports relating to an ACH Entry posted to one or more of Company's Accounts maintained with Bank.
2. **EDI Access.** Company may elect to receive ACH Addenda reports on all or some of the Standard Entry Class Code ACH Entries, as requested in writing or through the System.

LOCKBOX SERVICE

1. **Description of Service.** This Service allows Company to direct its clients and debtors to mail remittances to a designated United States Postal Service Post Office Box ("PO Box") for pickup, process and deposit to Company's designated Account(s) by Bank. Lockbox Services provided to Company will vary from the Agreement only as requested by Company in writing and approved by Bank.
2. **Assignment of Lockbox Number.** Bank will make available to Company a designated Lockbox, assign a BIN for the receipt of Checks as well as Charges, and advise Company of the Remittance Address.
3. **Mail Pickup and Receipt.** Bank will pick up mail received at the Remittance Address in accordance with Bank's regular schedule. Bank may change the scheduled pick up of mail at any time at Bank's discretion.
4. **Deposits.** Only checks drawn on United States (US) banks and Charges (credit card payments) are acceptable deposit items under the timeframes listed. Bank will send foreign checks for collection and deposit the funds when received.
5. **Payee List.** Company will provide Bank with a list of payee names that Company has the legal authority to accept checks for deposit and otherwise negotiate. This includes variations of the legal name(s). Checks payable to unacceptable payees will be returned to Company.
6. **OCR Documents.** Company's OCR document and remittance envelope must be designed in accordance with Bank's technical specifications, as revised from time to time. These technical specifications include requirements for document size, paper weight, OCR line placement, OCR line content, and document colors. Company must provide Bank with sample OCR documents and remittance envelopes for testing and approval prior to the implementation of the Lockbox Services, and prior to implementing any changes to the OCR scan line, any wording change or any print changes (e.g., font changes and changes in the placement of data on the OCR document).
7. **Use of Lockbox.** Company will instruct its customers to limit use of the Lockbox to the receipt of Checks (checks, drafts and money orders) and, if applicable, Charges (credit card payments) only. Cash remittances or other items of value cannot be sent to Company's Lockbox. Company must instruct Company's remitters not to send such items to the Remittance Address. If Bank receives any cash or other such items, Bank will use reasonable efforts to (i) Deposit any cash remittances in Company's designated Account; and (ii) Forward to Company any other items of value received at the Remittance Address. Bank is not, however, liable to any person for any cash remittances or other items of value sent to Company's Remittance Address which may be lost, stolen or misplaced. With respect to any sundry correspondence or other related documents other than Lockbox documents sent to Company's Lockbox, Bank will make a good faith effort to image or return such documents to Company per Company's instructions and Bank shall not be responsible for lost, stolen or misplaced documents. Bank will not read, inspect or otherwise process such correspondence or documents.

8. **Courtesy Amount.** Checks will be processed for the courtesy (numeric) amount. If the courtesy (numeric) is unreadable, Bank will process the check for the written amount.
9. **No Duty to Inspect.** Bank will not inspect any Check, OCR document, or Charge authorizations or other accompanying document for any writing from Company's remitters (such as "paid in full," "final payment" or words of similar meaning), and Bank will not be responsible for taking (or failing to take) any action based upon any such writing.
10. **Funds Availability.** All checks will be subject to Bank's established funds availability policy, including Bank's policy for placing case-by-case and exception holds.
11. **Rejects/Exceptions.** Rejects and exceptions will be returned to Company. Rejects and exceptions consist of checks issued to unacceptable payees, unreadable checks, cash, empty envelopes, etc.
12. **Returned Items.**
 - a. Checks returned unpaid for any reason will be charged to the account where deposited. Returned checks will be in the form of a Substitute Check. Substitute Check returns shall be mailed to Company; or,
 - b. To re-present a Substitute Check, Company can deliver to Bank as a normal deposit.
13. **Account Reconciliations.**
 - a. Company shall reconcile account statements to confirm deposits within thirty (30) calendar days of receipt.
 - b. Any settlements not credited, credited in error, or in a different amount should be immediately reported to Bank.
14. **Security.** Company will maintain the security and strict confidentiality of all account numbers and identification data (identification data, codes and passwords) as well as information concerning access to Lockbox Service including the confidential service information (information concerning access to any Lockbox Service, including the security procedures). If at any time any identification data or confidential security information has been lost, stolen or misused or Company believes that the security of communications between Bank and Company has been compromised or is in any way insecure, Company must notify Bank promptly (with confirmation in writing) and assist Bank in investigating and remedying the situation.
15. **Termination.** Bank makes available to Company a designated Lockbox. If Lockbox Services are terminated, Bank will follow Company's directions for the mail addressed to the Lockbox for a period of three (3) months after the date of termination of the Lockbox Services, unless otherwise agreed by Company and Bank. Bank's normal service fees apply for this period and Company authorizes Bank to prepay the anticipated amount via a charge to Company's designated Account at the time of termination.
16. **Lockbox Remittances.**
 - a. Bank will open mail picked up at the Remittance Address, extract Checks and remittance documents, and process and prepare Checks for deposit to Company's designated Lockbox Account. Bank will provide Company with electronic images of all Checks processed for that Business Day in accordance with Company's instructions, and will maintain digitized images of all Checks processed for Bank's customary retention period. Bank will accumulate remittance data during the processing of Company's Lockbox deposits and transmit that data to Company in accordance with Company's instructions. Remittance data may include the account number, the amount billed, the amount paid, or other data contained in the remittance documents.
 - i. Company represents and warrants that Company has the legal authority to accept for deposit and otherwise negotiate Checks payable to payees different from Company's legal name as such names are designated on the Service Documentation. Bank will deposit Checks in or otherwise credit Company's designated Lockbox Account for Checks processed on each Business Day in accordance with Bank's customary practices, deposit cut-off hours and applicable law. Company may also designate a Lockbox Account as Company's Settlement Account to be credited for Charges or debited by Company's Merchant Processor under the terms of Company's merchant services agreement.
 - ii. Bank will have the right to charge back to Company's designated Account for the amount of any Check deposited in or otherwise credited to Company's Lockbox Account through this Lockbox Service which Bank determines was not payable to Company or is returned to Bank for any reason.
17. **Merchant Charges:** Unless advised otherwise by Bank, in order for the Bank to perform Merchant Processing on behalf of Company, Company must establish a Merchant account with PayTrace/FIS.
18. **Deposit Cutoff Time and Reporting Time:** Checks will be processed until 11:00 a.m. CT each Business Day. Checks received after that time will be processed the next Business Day. Deposit reports will be delivered at 1:00 p.m. CT each Business Day.
19. **Reporting:** Report information is available online for ninety (90) calendar days. For an additional fee, Bank will retain the information for 180 calendar days, 360 calendar days or 7 years.

WIRE TRANSFERS

1. **Wire Transfer Access.** If requested by Company and available as a Service by Bank, Bank will provide Wire Transfer Services to Company subject to and according to the terms and conditions of the Agreement and the related Service Documentation.

Company may use the Services to establish and authorize Wire Transfers to Payees by submitting Wire Transfer instructions to Bank via Online Banking or a physical Bank location where Wire Transfer Services are available. Subject to the terms and conditions of the Agreement, Bank will follow Company's Wire Transfer instructions by debiting Company's Account, and remitting the funds on Company's behalf to the Beneficiary. Company is solely responsible for choosing the Account, establishing the Beneficiaries, and providing accurate Payment Instructions.
2. **Authorization and Remittance.** By providing Bank with names and Account information of Beneficiaries Company wishes to wire funds to, Company has authorized Bank to follow Company's Wire Transfer instructions and to debit Company's Wire Account and remit funds on Company's behalf to the designated Beneficiaries.
 - a. **Communication of Wire Transfer Requests.** Company authorizes Bank to rely on verbal, tele facsimile, electronic mail, or Online Banking to initiate wire transfers. Company has or will provide Bank with names of persons authorized to initiate wire transfers.
 - b. **Content of Wire Transfer Requests.** Each wire transfer request shall include the amount of the transfer, the Wire Account information, the Beneficiary's name, account number, and physical address, the name and routing and transit number of the Beneficiary's bank, and such other information as Bank may reasonably request.
 - c. **Execution of Wire Requests.** Company authorizes Bank to (a) execute and charge Company's Account at Bank for all wire transfer requests delivered to Bank in compliance with the security procedures established in Section 9(f) of this section and all other terms of this Agreement; (b) Bank will record and/or document all verbal instructions and retain the recordings or such documentation for such period of time that Bank deems necessary; (c) use whatever means Bank, in good faith deems acceptable under the circumstances to execute each wire transfer request, including selection of funds transfer system, routing, and means of transmission.
3. **Insufficient Funds.** Bank is not required to honor any Wire Transfer instructions if the Collected Balance in the Wire Account is not sufficient for the amount of the Wire Transfer instructions.
4. **Inconsistency of Wire Transfer Instructions.** Company represents that Wire Transfer instructions are complete and accurate. Company acknowledges that if Wire Transfer instructions include incorrect information, Company may lose funds instructed to be sent. It is not Bank's responsibility to attempt to detect erroneous or unauthorized Wire Transfer instructions. If Wire Transfer instructions define a Beneficiary inconsistently by name and account number, the Wire Transfer may be made on the basis of the Account number even if the Account number identifies someone different from the Beneficiary. If Wire Transfer instructions identify a financial institution inconsistently by name and identification number, the identification number may be relied upon as the proper identification required by the Beneficiary's bank.

5. **Cancellations or Amendment of Wire.** For domestic Wire Transfers, Company shall have no right to cancel or amend any Wire Transfer after its receipt by Bank. However, Bank shall use reasonable efforts to act on a request by Company to cancel or amend a Wire Transfer. Company must call Bank in an attempt to cancel or amend the instructions. Bank shall have no liability if Bank fails to effect the cancellation or amendment. Company shall reimburse Bank for any expenses, losses or damages Bank incurs in effecting or attempting to affect Company's request for the cancellation or amendment.
6. **Compliance.** Company represents and warrants that it will comply with the Wire Account regulations, applicable laws, regulations, regulatory requirements and Bank's current Service Documentation.
7. **Foreign Transactions.** Foreign transfers may be subject to delays, charges imposed by other financial institutions, and changes in foreign currency exchange rates. If you direct a payment order to a foreign country, we may execute the order in the currency of the country of the Beneficiary's bank at either our buying rate of exchange for U.S. dollar transfers or the exchange rate of the Beneficiary bank. If the transfer is made in U.S. dollars, we cannot guarantee that the Beneficiary will receive the funds in U.S. currency. The Beneficiary bank may convert the funds into the local currency and may also charge incidental fees. If for any reason the payment order is returned to us, you agree to accept the refund in U.S. dollars in the amount of the foreign money credit, based on the current buying rate on the day of the refund, less any charges and expenses incurred by us. Unless you advise us otherwise, we may charge your account to pay for fees imposed by intermediary banks or instruct such banks to obtain payment of their charges for services and expenses by deducting the amount from your order. A portion of those charges may be shared with us.
8. **Additional Foreign Online Wire Transfers Instructions.** In order to process an Online Wire Transfer to a foreign country, additional information is required. For Online Wire Transfers going to Europe, Company agrees to include a SWIFT Bank Identifier code (SWIFT BIC), International Routing Code (IRC) as applicable, and to participating countries the Beneficiary's International Bank Account Number (IBAN). Requirements are subject to change at any time.
9. **Transmittal of Online Wire Transfer Authenticity.**
 - a. Company shall transmit any and all wire transfer requests to Bank in accordance with the Agreement. Company shall comply with the security procedures described in the Agreement. Bank will send a confirmation on all Online Wire Transfer instructions submitted through Online Banking to Company's email included on the Online Wire Transfer application or as otherwise provided by Company to Bank. Company acknowledges that it has reviewed the security procedures and agrees that they are commercially reasonable for Company in light of the size, frequency and amount of transactions Company expects to initiate. Bank and Company both agree that the authenticity of Wire Transfers submitted to Bank in its name as sender will be verified solely pursuant to the security procedures and Company agrees to comply with the security procedures.
 - b. Company acknowledges that the security procedures are for verification of authenticity of an Wire Transfer sent to Bank in Company's name and not to detect errors in the transmission or content of the Wire Transfer. Bank and Company have not agreed to any security practice or procedure for the detection of any such error. All Wire Transfers sent to Bank (and cancellations and amendments) in Company's name and accepted by Bank in compliance with the security procedures desired by Company will be binding upon Company regardless of whether they are authorized by Company.
 - c. Company shall prevent and safeguard against unauthorized transmissions, disclosures and access to Security-related Items. Company shall establish, maintain and enforce physical and logical commercially reasonable security practices, techniques and procedures with respect to access, storage and maintenance to safeguard against unauthorized transmissions and unauthorized access to Security-related Items. Such practices, techniques and procedures shall be no less than the security-related requirements set forth in the Agreement.
 - d. Without limiting the foregoing, Company warrants that only System Managers and System Users will be allowed to initiate Online Wire Transfers. If Company suspects, knows, believes or has reason to believe that anyone who is not a System Manager or System User has transmitted or attempted to transmit one or more Online Wire Transfers, or that the security procedures or other Security-related Items have otherwise been compromised, Company agrees to immediately notify Bank and agrees that any Online Wire Transfer received by Bank before or within a reasonable time after such notice to Bank shall be treated as authorized by Company.
- e. Company hereby authorizes Bank to transmit any Wire Transfer instructions received by Bank from Company in accordance with the terms and conditions of the Agreement and to debit the amount of such Online Wire Transfer from the Wire Account specified by Company.
- f. Online Banking Instructions for Domestic Wires, Foreign Wires in USD, and Foreign Wires in Foreign Currency.
 - i. Service Setup. Bank offers its Online Banking Service to enable Company to issue Online Wire Transfer instructions from its terminal or desktop computer directly to Bank's wire transfer system via the internet. Company authorizes System Managers and System Users to receive all confidential funds transfer materials from Bank including Login Credentials and setup instructions.
 1. For new Service or to change existing Service, Company must specify:
 - a. The Account(s) to be available to the System Managers; and,
 - b. If System Managers can submit Online Wire Transfer instructions for domestic, foreign in USD, or foreign in foreign currency.
 2. Bank will supply to the System Manager with Login Credentials that include an initial log-in password which must be changed immediately upon logging in the first time.
 - ii. Security Procedures.
 1. Security Tokens.
 - a. Online Wires. Adding the Online Wire Transfer Service requires all System Managers or System Users at Company who will submit or approve Online Wire Transfers to use a security token when submitting Online Wire Transfer instructions to Bank. This requirement cannot be waived. Security Tokens may be offered, when available, as an additional Security Procedure for wire transfer requests initiated via secure email, telephone, or telefacsimile.
 2. Funds Transfers.
 - a. Company authorizes Bank to execute wire transfers from any authorized user as provided by Company to Bank.
 3. Call Backs on Phone/Email Wires.
 - a. Bank will conduct a callback on wires received via phone or email to an authorized individual who has been designated by Company to verify funds transfers. Company authorizes Bank to execute a wire transfer upon verification by the callback party.
 - b. Bank may, at its sole discretion, conduct call bank verification regarding the authenticity or accuracy of any wire transfer request.
 4. Commercially Reasonable Procedures.
 - a. Before sending a wire transfer request to Bank, Company agrees to review the Security Procedures and determine whether the Security Procedures will provide a commercially reasonable method for verifying whether a wire transfer request is unauthorized. As part of the review, Company will consider the size, type, and frequency of wire transfer requests Company makes or anticipates making, along with such other factors as Company may deem relevant or appropriate. Company agrees that the Security Procedures offered by Bank are commercially reasonable. If the size, type, frequency and/or amount of transactions made by you change, such that the Security Procedures in use by you no longer provide a commercially reasonable method of providing security against unauthorized payment orders, you agree

to immediately notify us. Company understands and acknowledges that if Bank acts on a wire transfer request in compliance with the Security Procedures, then Company will be obligated on the wire transfer, and it will be treated as your wire request, whether or not authorized by you. Regardless of whether or not Bank complied with the Security Procedures (or if any loss would have been prevented) a wire transfer request received by us directly or indirectly from an authorized representative will be treated as authorized by Company.

5. **Safeguarding.** Company is responsible for safeguarding secure information and Security Procedures. In connection with such safeguarding obligations, Company agrees to implement and maintain physical, technical, and administrative controls and procedures sufficient to prevent impermissible or unauthorized access to or use of the wire services. Company assumes all risk associated with the disclosure of any part of the Security Procedures to third parties, including employees. Company agrees to limit disclosures of Security Procedures to those third parties, employees or agents that Company authorizes to access such services. Bank may elect to verify the authenticity or content of any wire transfer request by sending a secure email or placing a call to any authorized signer on Company's account or any other person designated by you for that purpose. Bank may deny access to services without prior notice if Bank is unable to confirm to our satisfaction any person's authority to access the services or if we believe such action is necessary for security reasons.

Each time Company makes a wire transfer request, Company warrants that Bank's Security Procedures are commercially reasonable (based on the normal size, type, and frequency of Company's transactions). Company's failure to accept Security Procedures offered increases its exposure to and responsibility for, unauthorized transactions. Company agrees to be bound by any transfer, instruction or wire transfer request we receive, even if it is not authorized by you, and is otherwise processed by Bank in accordance with the Security Procedures designated for the service.

iii. **Authorization Procedures.**

1. **Dual Authorization.** Bank's Standard Authorization Procedure recommends Company to require a secondary authorization for all Online Wire Transfer instructions. In order to provide the most security protection to Company, secondary authorization should be given by a different System Managers or System User using a security token furnished by Bank.

iv. **Alternate Method used if System is Unavailable.**

1. In the event that there is an outage with Online Banking, Bank offers it's Alternative Method to enable Company to issue Online Wire Transfer instructions to Bank through Online Banking's Secure Message service. If Online Banking's secure message service is unavailable, Company will utilize Bank's Secure Email to transmit payment instructions and call 866-221-1136 to authenticate identity. Company authorizes Individuals with access to the Online Wire Transfer Service to receive all confidential funds transfer materials from Bank related to this Service. In addition, Company must authorize Individuals to submit Online Wire Transfer instructions to Bank through Online Banking's secure messaging service or Bank's secure email service.
2. In the event that the Company's Mobile Device or desktop computer with VIP Access App, is lost, or is otherwise inaccessible, Company will contact Bank to report Individuals' Login Credentials with linked Credential ID and request connection removed. Company will obtain a different Mobile Device or desktop computer, download VIP Access App and contact Bank to link new Credential ID to Individuals' Login Credentials.

3. In the event that the hand-held security token malfunctions, is lost, or is otherwise inaccessible, Company will contact Bank to report and request Individuals' Login Credentials with linked Credential ID be removed. Bank will link a new Credential ID to a replacement hand-held security token for Individual, and complete the out-of-band authentication on behalf of the Individual for the Online Wire Transfer before sending the new hand-held security token to Company for Individual.

10. **Delivery and Timing:** All Domestic Online Wire Transfer instructions delivered through Online Banking shall be delivered to Bank by 5:00 p.m. CT. All International USD and International FX currency Online Wire Transfer instructions delivered through Online Banking shall be delivered to Bank by 4:00 p.m. CT. All instructions received after the deadline will be processed the following Business Day.
11. **Limits:** Bank establishes limits for Wire Transfers and Individual must send a Secure Message through Online Banking or call 866-221-1136 if a temporary increase is required.
12. **Funding.** Company must ensure that the Collected Balance in the Wire Account is equal to or greater than the amount of the Wire Transfer instructions.

POSITIVE PAY

1. **Description of Service.** This Service allows Company to use Positive Pay Services to help identify and resolve suspect check and ACH activity in a timely manner subject to and according to the terms and conditions of the Agreement and the related Service Documentation. Bank offers Check Positive Pay, ACH Positive Pay, and Payee Match Positive Pay. Please review the section entitled "Fraud Detection and Prevention – Positive Pay/ACH Positive Pay – Indemnification" in the General Terms and Conditions if you do not enroll in our Positive Pay Service in connection with your checking services.
2. **ACH Transaction Filter / Block Setup.** Company shall create Company Rules in the System to block Credit Entries and Debit Entries, pursuant to the requirements detailed in Bank's current Service Documentation.
3. **ACH Authorization Company Rules Setup.** Prior to the Service detecting and creating unauthorized ACH Debit Entry Exception(s), Company shall create and maintain Company Rules by using Login Credentials to access the System. A Company Rule can include the originating company, standard entry class, transaction type (debits and credits), and maximum authorization dollar amount. These Company Rules will determine if an Exception will be created. If using ACH Positive Pay, Company shall define all pre-authorized ACH Company Rules in the System for Authorized Account pursuant to the Agreement and the requirements detailed in Bank's current Service Documentation. If an unauthorized ACH Credit Entry or ACH Debit Entry posts to Company's Authorized Account, Company Rules determine if an ACH Credit Entry Exception or ACH Debit Entry Exception will be created.

If Company creates a Rule in the System to monitor for a specific Credit Entry or Debit Entry and chooses the value, Email Notification Only, Company will receive an email notification, but no ACH Credit Entry Exception or ACH Debit Entry Exception will be created. Bank shall have no obligation to act on any Credit Entry or Debit Entry as a result of an email notification.
4. **Payment or Return of ACH Debit Entry Exceptions or ACH Credit Entry Exceptions.** If Company creates a Company Rule in the System to block a Credit Entry or Debit Entry, Company agrees that Bank will pay or return all Credit and Debit Entries on Company's Authorized Account in accordance with the default option selected by Company. Company agrees Bank shall have no liability for any Debit Entries that are paid, or Credit Entries that are deposited, prior to the time Company creates Company Rule to block such Credit Entry or Debit Entry.
 - a. **Payment of Debit Entries.** Subject to the provisions of the Agreement, as long as the Collected Balance in the Authorized Account is sufficient to pay the Debit Entry, Bank will pay any Debit Entries from the Authorized Account that are consistent with the information in the Rule created by Company in the System. If the Collected Balance is not sufficient in the Authorized Account to pay the Debit Entries, then Bank, at its sole discretion and with no liability or obligation, may authorize or not authorize an overdraft of the Authorized Account.

- b. **Return of Debit Entries.** Debits Entries drawn against the Authorized Account which are not consistent with information in Company Rule created by Company in the System shall be considered unauthorized and will be returned by Bank.
5. **Check Positive Pay Services.** Prior to issuing any checks on an Authorized Account, Company shall submit an Issued Check File to Bank one (1) Business Day before issuing checks to payees. The Issued Check File shall accurately state the complete check number, exact amount, and the date of every check issued on each Authorized Account since the last Issued Check File was submitted. Each Issued Check File must be submitted to Bank on designated Business Days by 6:00 pm Central Time by uploading/importing through the System. Company shall include the payee name in the Issued Check File when electing to use Payee Match Positive Pay.
- Company shall upload the Issued Check File on the System. The Positive Pay System is capable of mapping Check Files created from multiple software programs. Company will provide a sample file to Bank prior to training and Bank will map the file to create a template specific to Company.
- If Company issues a stop payment order on a check that was listed in an Issued Check File, check will be considered matched in the Positive Pay System.
- Bank may recommend Company use a certain designated vendor for check printing needs to assure that Company's business checks meet the standards of the ACH Rules. Company agrees to ensure the MICR encoding ink is of high quality. Not using business checks with high quality MICR ink could result in a large number of Positive Pay violations, Exceptions, and high costs to Company.
- With respect to the determination of an Exception Check:
- a. For each check presented for payment through the check collection system, Bank shall compare each Presented Check by check number and amount against each Issued Check File received by Bank on previous Business Days and not yet matched. On each Business Day, Bank shall pay and charge to the Authorized Account each Presented Check that matches the check number and amount of the check shown in any Issued Check File. Bank shall provide to Company an Exception List that indicates whether Bank has received any Exception Checks and, if so, specifies the check number and amount of any such Exception Check.
- b. For each check presented for immediate payment to Bank "over the counter", such as by a teller transaction, Bank shall compare each Presented Check by check number and amount against each Issued Check File received by Bank. If the Presented Check is an Exception Check, Bank shall turn away the check regardless of the default option selected and refer the presenter of the Exception Check back to Company.
6. **Payment or Return of Exception Checks.** Company will review the Exception List each Business Day by 3:00 p.m. CT through the Positive Pay System, otherwise Company's chosen default option will be applied. Bank will pay or return Exception Checks in accordance with the default option selected by Company. Bank recommends a Return Default option for the Company.
- 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 Authorized Account, unless Company instructs Bank to pay such check in a timely Pay Request through the System by 3:00 p.m. CT on the next Business Day in accordance with the Service Documentation. The Pay Request shall identify each Exception Check that Company desires to be paid by the check number and amount specified in the Exception List and shall instruct Bank to pay such Exception Check.
- i. Bank shall 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 pay and charge to the Authorized Account any Exception Check provided that Company has not objected to such payment in a Return Request through the System by 3:00 p.m. CT on the next Business Day in accordance with the Service Documentation. 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 List and shall instruct Bank to return the Exception Check.
- i. Bank shall return to the depository bank any Exception Check that Company instructs Bank to return as provided above.
7. **Payee Match Positive Pay Services.** For Payee Match Positive Pay, Company agrees to comply with the Payee Match Positive Pay Implementation Guidelines document.
8. **Auto-Load Issued Check File.** Auto-Load Issued Check File is available to Company by indicating on the Agreement and Service Documentation. Login Credentials to Online Banking are not required for Auto-Load Issued Check File; however, Company is required to have Login Credentials for Online Banking to use System for features of Check Positive Pay and/or Payee Match Positive Pay.
9. **Compliance.** Company represents and warrants that it will comply with the Authorized Account regulations and all applicable laws, regulations, regulatory requirements and Bank's current Service Documentation.
10. **Company and Bank Communications.** Company or Bank, at its discretion, may each submit to the other party a revision of any communication, including but not limited to Issued Check Files, Exception Checks, and Pay and Return Requests, provided for under the Agreement. The revised communication must (i) be sent in its entirety and not in the form of a partial amendment to the communication originally sent, (ii) identify the original communication, and (iii) be sent in the format and medium, by the deadline(s), and at the place(s) established by the receiving party. A properly submitted revised communication serves to revoke the original communication.
11. **Warranties and Responsibilities.** Company is solely responsible for the integrity of the information it provides to Bank in Company Rules It creates in the System. If Company creates inaccurate or incomplete Company Rules, truly authorized Credit Entries or Debit Entries may be returned or unauthorized Credit Entries or Debit Entries may be paid, and Company shall bear any and all responsibility for any losses or other consequences that may occur in either event. Company waives any claim of wrongful dishonor associated with any returned Credit Entry or Debit Entry which was returned because (i) incorrect or incomplete information was provided in Company Rule; (ii) Company Rule was not created within a reasonable time for Bank to act prior to the Effective Entry Date of such Credit Entry or Debit Entry; or (iii) while an error may have occurred, Bank performed to the standard described in this paragraph.
- Company warrants to Bank: that Its Issued Check Files, Pay Requests and Return Requests are accurate and timely and have been duly authorized by Company; that Company shall perform its obligations under the Agreement consistent with the U.C.C. and it shall otherwise perform its obligations under the Agreement consistent with all applicable laws and regulations. Company agrees to indemnify Bank against any loss, liability or expense resulting from or arising out of any breach of any of the foregoing warranties or the Agreement.
- If System Manager or System User contacts Bank to inform Bank that an Individual uploaded an Issued Check File in error, Bank may act on Company's verbal request to purge that particular file, if the System allows.
12. **Indemnification and Limitation of Liability.** To the extent Bank incurs any such liability; in no event shall its liability exceed the lesser of Company's actual damages resulting from Bank's wrongful payment of a Credit Entry or Debit Entry or the amount of the Credit Entry or Debit Entry. Bank shall not be liable for violating its duties under the Agreement, or otherwise, if Company has sustained no actual damages because Bank's honor of a Credit Entry or Debit Entry discharged for value an indebtedness of Company.
13. **Remedies.** To the extent applicable, the liability provisions of U.C.C. shall govern the Agreement, except as modified below.
- a. **Wrongful Dishonor.** Except as provided below, it shall constitute wrongful dishonor by Bank if Bank dishonors an Exception Check that Bank has been ordered to pay pursuant to a properly submitted Pay Request. Bank's liability for wrongful dishonor of an Exception Check shall be limited to the damages for wrongful dishonor recoverable under the U.C.C. Bank shall have no liability to Company for wrongful dishonor when Bank, acting in good faith, returns or declines to cash 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 Services of legal process on Bank or the instructions of regulatory or government authorities or courts.
- b. **Rightful Payment and Dishonor.** Except as provided in the paragraph above, if Bank honors an Exception Check in accordance with the Pay Default option selected by Company or in accordance with a proper 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. 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 just, and Company waives any right it may have to assert that the dishonor was wrongful. Company agrees that Bank exercises ordinary care whenever it rightfully pays or returns an Exception Check consistent with the provisions of the Agreement.

14. **Delivery and Timing.** If using Check or Payee Match Positive Pay, Company will submit an Issued Check File to Bank by 6 p.m. CT, one (1) Business Day before issuing checks.

REMOTE DEPOSIT

1. **Description of Service.** If requested by Company and available as a Service by Bank, Bank agrees to provide certain check clearing services known as "Remote Deposit" whereby Company uses a scanner specified by Bank to scan paper checks to create an image cash letter file to send to Bank. Images captured will be transmitted to Bank, processed by Bank and then sent to the Federal Reserve Bank and/or a check clearing or Automated Clearing House network, enabling Company to clear their daily check deposits electronically as images, instead of physically transporting the checks to Bank. When necessary, Bank will prepare "Substitute Checks" (as that term is defined in the Federal Reserve Board's Regulation CC) to facilitate the deposit and collection of Company's Items.

- a. Only checks drawn on United States (U.S.) banks are acceptable deposit items. Foreign checks must be mailed or brought to Bank for collection.
- b. Bank advises all checks be prominently marked as "Electronically Presented."
- c. Bank advises checks be properly endorsed by stamping checks with an approved endorsement stamp prior to placing in scanner.
- d. In addition to physical check endorsement, Bank will activate virtual endorsement to add an electronic endorsement on each item.
- e. Paper deposit tickets should not be scanned with checks.
- f. Company shall limit each deposit set to a maximum of fifty (50) checks.

2. **Deposit Accounts.** Company shall establish and/or maintain one or more Accounts. Each Account shall be subject to the terms and conditions set forth herein and the Account Regulations. Company acknowledges receipt of a copy of the Account Regulations. Company shall, from time to time, fund each Account with a sufficient amount of cash and/or other immediately available funds to pay for (i) transfers from the Account, and (ii) fees and any other amounts due and owing to Bank by Company and any affiliate or subsidiary of Company. All checks will be subject to Bank's established funds availability policy, including Bank's policy for placing case-by-case and exception holds. Credit given for a file received is provisional and Company is responsible for any loss sustained by Bank for acceptance of the file.

3. **Items.** Bank hereby agrees to provide Services to Company to image and capture payment information from Items for the purpose of electronic clearing pursuant to the following terms and conditions. Consumer checks, corporate checks, money orders, cashier's checks, and government checks may be cleared as allowed by Regulation CC.

- a. **Only Original Items to be scanned.** Company may only scan original Items eligible for Remote Deposit into Company's Account.
- b. **Eligible Items.** All Items scanned by Company and submitted to Bank for Remote Deposit must be eligible for clearing pursuant to federal and state law.
- c. **Image Quality.** Company shall be responsible to complete proper scanning of the front and back of each Item. Company must insure that a full image is displayed and aligned properly, complying with the requirements of Regulation CC and any other applicable laws and regulations. Image quality shall meet the requirements of all applicable laws, regulatory agencies and Bank.
- d. **Verification of MICR Accuracy.** Company shall be responsible for verifying the accuracy of the MICR capture by visually viewing the Item displayed on its screen and comparing it to the MICR field. Company shall be responsible for insuring the MICR is captured accurately or, if not captured accurately,

by re-scanning the Item or making necessary edits. In the event the Item cannot be properly read, Company acknowledges a deposit will have to be made by mailing or taking the Item to a Bank.

- e. **Payee's Name.** The name of the payee on each Item shall be only that of Company, and the Items may not include any additional payee(s), nor may the Items be endorsed by a third party.
- f. **Alterations or Inconsistencies.** Company shall enter the amount written on the original Item and shall not alter the amount or cause entry of the amount to vary from the portion of the Item where the amount of the Item is written in text. If the numeric amount on the original Item is inconsistent with the amount on the portion of the Item where the amount of the Item is written in text, Company shall not submit Item for Remote Deposit. If Company nonetheless submits for deposit an Item where the numeric amount varies from the portion of the Item where the amount of the Item is written in text, Company acknowledges and agrees that it will be liable for any claims resulting from the inconsistency of the amounts
- g. **Drawer's Signature and Name.** All Items must bear the Drawer's signature and indicate the Drawer's name on the original check before Company submits the Items to Bank for Remote Deposit.
- h. **Company's Retention and Security Responsibility.** Company shall retain the original Item scanned for Remote Deposit for a period of fourteen (14) calendar days in a secure location and be able to produce the original Item if requested by Bank. Company shall destroy the original Items so they are not reproducible, after the fourteenth (14th) calendar day but no later than the sixtieth (60th) calendar day. Company shall ensure destroyed Items cannot be reconstructed.
- i. **Remote Deposit Submission of Items to Bank.** All Items submitted by Company as Remote Deposit Items must be submitted and processed in accordance with Bank's current Service Documentation. All Items will be subject to Bank's established funds availability policy, including Bank's policy for placing case-by-case and exception holds. Credit given for any file received is provisional and Company agrees to indemnify Bank for any loss sustained by Bank for acceptance of the file.
- j. **Method of Payment of Items.** Bank reserves the right in its sole discretion to select clearing agents and the manner in which Items are cleared or presented for payment, including electronically through the Automated Clearing House Network. Company agrees to be bound by any clearing house agreements, operating circulars, image exchange agreements and any other related agreements to which Bank is a party to.
- k. **Return of Item.** If any Item deposited to Company's Account is returned unpaid for any reason, it will be charged back to any Company's Account maintained at Bank. If an Item is dishonored, Company may receive an image of the original check or a Substitute Check as the charged-back Item. Customary fees for charged-back Items will apply. To represent a substitute check, Company can deliver to Bank as a normal deposit or resubmit return item via Bank's Remote Deposit system using proper format.

4. Company Representations, Warranties, and Indemnification.

- a. **Non-Duplication of Item.** Company warrants to Bank that only Eligible Items will be scanned for Remote Deposit and the original Item, as well as any other image or duplication thereof, will not be negotiated for payment or deposited at Bank or any other financial institution.
- b. **UCC Warranties.** Company assumes Bank's warranties under Regulation CC, including, without limitation, that (i) the substitute check meets the "legal equivalence" requirements (e.g. the image of the original check that appears on the substitute check is illegible) and (ii) the check holder's account will not be charged more than once for the same check.
- c. **Indemnification and Disbursement.** Company warrants to Bank that Company will indemnify and reimburse all damages claimed against Bank as to any alleged violation of Regulation CC or any other law, rule or regulation relating to any transaction subject to the Agreement.
- d. **Substitute Checks.** Company warrants to Bank that any deposited Substitute Checks shall meet all the requirements for legal equivalence described in Regulation CC.
- e. **General Warranties.** With respect to all Items, Company warrants that: (i) Company is entitled to enforce the Item; (ii) all signatures on the Item are authentic and authorized; (iii) the Item has not been altered; (iv) the Item is

not subject to a defense or claim in recoupment of any party which can be asserted against Company; (v) Company has no knowledge of any insolvency proceeding commenced with respect to the maker, acceptor, or Drawer of the Item; and (vi) with respect to a remotely-created consumer Item, that the person on whose Account the Item is drawn authorized the issuance of the Item in the amount for which the Item is drawn.

- f. **Indemnification by Company.** Company shall indemnify Bank for any loss incurred as a result of Company's use of the Remote Deposit Services including, but not limited to, any Substitute Check warranties described in Regulation CC, any Substitute Check indemnity described in Regulation CC, and any claim made for the expedited re-credit by a consumer described in Regulation CC or the indemnification of a bank described in Regulation CC.
 - g. **Amount of Indemnity.** The amount of this indemnity and the measure of damages for breach of Company's warranty shall be the amount of any loss (including interest, costs, and reasonable attorneys' fees and other expenses of representation) proximately caused thereby.
5. **Adjustments.** Adjustments may be debited or credited to Account if Item is disputed; there is claim of duplicate deposit, missing or forged endorsement, counterfeit check, forgery, or other legal claim.
6. **Account Reconciliations.**
- a. Company shall reconcile Account statements within a reasonable time to confirm deposits.
 - b. Retain original checks until deposit is reconciled.
 - c. Any settlements not credited, credited in error, or in a different amount should be immediately reported to Bank.
7. **Bank's Right to Reject Items.** Bank has the right to reject any Item if Company has (i) failed to make any payment to Bank when due; or (ii) breached any of its obligations under the Agreement. Bank shall have no liability to Company by reason of the rejection of any such Item. Rejected checks that are not accepted through the scanner must be mailed or brought to Bank for deposit.
8. **Compliance.** Company represents and warrants that it will comply with the Account Regulations and all applicable laws, regulations, regulatory requirements and Bank's current Service Documentation.
9. **Equipment.** Scanning equipment must be approved by Bank. Company is solely responsible for purchasing, obtaining, installing, operating and maintaining any and all necessary hardware and software, as well as providing the required connection to Systems. Bank will provide minimum requirements for all such computer and scanning equipment and software as set forth in the Agreement. Company must meet Operating System, Browser and Scanner specifications. Company is solely responsible for all costs and expenses associated with such scanning equipment. If Company purchases scanning equipment from a vendor specified by the Bank and Company fails to pay for sums due and owing to such vendor for the purchase, installation, operation or maintenance of the scanning equipment and such failure to pay continues for (60) calendar days after Bank's written notice to Company, Company authorizes Bank to charge or setoff all such sums owing to vendor against its Account.
10. **Additional Security Recommendations.**
- a. **Authority.** The System does not require secondary authorization for originating transactions; however, Bank recommends that Company require a secondary authorization for scanning and approving deposits.
 - b. **Back-Up Procedures.** In the event the System is not operational and Company cannot transmit deposits, Company acknowledges that deposits will have to be made by mailing or taking deposits to Bank.
11. **Delivery and Timing.:**
- a. **Deposits scanned on Business Days.:** Deposits reaching a "submitted" status prior to 7:30 p.m. CT on Business Days will be processed in one (1) Business Day with a posting date which matches the Business Day "submitted" status was reached. Deposits reaching a "submitted" status after 7:30 p.m. CT on Business Days will be processed in two (2) Business Days with a posting date which is one (1) Business Day before the process date.
 - b. **Deposits scanned on non-Business Days.:** Deposits reaching a "submitted" status on non-Business Days will be processed in two (2) Business Days with a posting data which is one (1) Business Day before the process date.

12. **Mobile Remote Deposit Capture.** This Service allows Company to make Electronic Deposits to Company's Accounts through a Mobile Device. Enrollment requires Company to have access to Online Banking. For the avoidance of doubt, the provisions of the Agreement applicable to Remote Deposit set forth in this section shall also apply to Mobile Remote Deposits unless inconsistent with the specific terms governing Mobile Remote Deposit set forth below, in which case these terms governing Mobile Remote Deposit shall prevail.

- a. **Processing Options.** As part of Mobile Remote Deposit Capture's remote deposit capture services, checks may be processed as a Check Image. Company will capture and convert checks received into Check Images and transmit Check Images to Bank for processing and collection. Bank will collect such Check Images through the check collection system by presenting or exchanging Check Images or using Check Images to create Substitute Checks for collection.
 - b. **Mobile Remote Deposit Capture Requirements.** Company shall at all times maintain an Account with Bank. Company agrees to not use Mobile Remote Deposit Capture in a location outside the United States.
 - c. **Determination of Items Eligible for Mobile Remote Deposit Capture.**
 - i. Bank shall have no liability to Company or any other person in the event that Company's Electronic Deposit is processed as, or converted by Bank to, a Check Image or Substitute Check.
 - ii. Only a draft, payable on demand, and drawn on or payable through or at an office of a bank, is eligible for deposit as a Check Image. Without limiting the generality of the preceding sentence, the following items are not eligible for deposit as Check Images under Mobile Remote Deposit Capture, and Company must deposit these original paper checks with Bank for collection:
 1. Checks, including travelers checks, that are drawn on banks located outside of the United States;
 2. Checks payable in a medium other than U.S. dollars;
 3. Non-cash items (as defined under Section 229.2(u) of Federal Reserve's Regulation CC);
 4. Promissory notes and similar obligations, such as savings bonds;
 5. Third party checks;
 6. Substitute Checks; and,
 7. Any other class of checks or drafts as identified by Bank to Company from time to time.
 - iii. Company agrees not to use Mobile Remote Deposit Capture to take pictures of and deposit any paper checks or other items as shown below which shall be considered ineligible items:
 1. Checks or items payable to any person or entity other than Company;
 2. Checks made payable to Company, and Company attempts to deposit into a consumer Account or different entity;
 3. Checks or items containing an alteration to any of the fields on the front of the paper check or item, or which Company knows or suspects, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn;
 4. Checks that have been previously negotiated, including through the Services;
 5. Checks that have been previously submitted through a service offered at another financial institution;
 6. Checks or items dated more than six (6) months prior to the date of the deposit;
 7. Post-dated Checks;
 8. Checks with any endorsement on the back other than that specified in the Agreement;
 9. Deposits which exceed Company per check or daily limit.
- The above list is not meant to be exhaustive.

- iv. Company agrees to restrictively endorse each paper check and ensure all other necessary endorsements are obtained prior to capturing Check Images for transmission to Bank. Company will include the words, "Bell Mobile Deposit," on the back of the paper check, below the endorsement.
- d. Capture of Checks and Check Information**
- i. Company shall be responsible for accurately capturing an image of each paper check and the correct dollar amount of the check into the System. In the event the condition of a paper check precludes a complete automated read, Company shall be responsible for visually inspecting the check. Company shall be responsible for the inspection of all Check Images to ensure the legibility of the Check Image (including without limitation the dollar amount and signature of the Drawer).
- ii. Company agrees to ensure that any and all information on a paper check is accurately captured and legible in the resulting Check Image and otherwise complies with any Check Image quality standards and guidelines that may be established by ANSI, ECCHO Rules, the Federal Reserve, other applicable regulatory agency or clearinghouse, or that Bank may provide to Company from time to time.
- iii. Company acknowledges that current image technology may not capture all security features (e.g. watermarks) contained in the original paper checks, and agrees to assume any and all losses resulting from claims based on security features that do not survive the image process.
- iv. Company further acknowledges that Bank does not verify the accuracy, legibility or quality of the Check Image or MICR Data prior to processing an Electronic Deposit. Bank may, in its sole discretion, reject, repair, alter, amend, reformat or convert the Check Image Metadata or MICR Data submitted in an Electronic Deposit in accordance with general check collection practices and industry presentment standards, but Bank shall have no obligation to reject, repair, alter, amend, re-format or convert the Check Image Metadata or MICR Data. If Bank requires that Company comply with certain formatting standards or other guidelines when submitting Electronic Deposits and Company declines to implement, or comply with, such standards or guidelines, Company acknowledges that Bank shall not be liable for any error or loss that results from Bank processing such Electronic Deposit or from Bank's re-formatting or conversion of the Electronic Deposit prior to processing.
- v. Bank shall not be liable to Company for failure to process an Electronic Deposit, or any error that results in processing or collecting an Electronic Deposit, including, without limitation:
1. For which Company has not provided Bank with full and correct MICR Data and dollar amount from the original paper check;
 2. For which Company has not provided an accurate and legible image of the original paper check;
 3. For which Company has failed to comply with formatting standards or other guidelines required by Bank; or,
 4. For which would violate the Agreement.
- e. Upload of Electronic Deposit to Bank**
- i. An Electronic Deposit is received when the entire Electronic Deposit transmission in which that Electronic Deposit is contained is received by Bank in accordance with section 12c, above. If only a portion of that Electronic Deposit transmission is received by Bank for any reason, including and without limitation, a failure during the transmission to Bank, the Electronic Deposit transmission is deemed to have been not received by Bank.
- ii. Bank will process Electronic Deposit transmission received from Company via Check Image collection only.
- iii. Electronic Deposits received will post to Account within one (1) Business Day.
- f. Collection of Check Images.** Notwithstanding anything to the contrary in the Agreement, Bank may in its sole discretion determine the manner in which Bank will seek to collect a Check Image deposited by Company.
- Without limiting the generality of the preceding sentence, Bank may, at its option: (i) present or transfer the Check Image to the paying bank, a Federal Reserve Bank, image share/exchange network, or other collecting bank; (ii) create a Substitute Check from the Check Image and collect the Substitute Check; or (iii) request that Company provide to Bank the original paper check from which the Check Image was created and then collect the original paper check.
- g. **Returns.** Company agrees that Bank may charge Company's Account for any and all returned items, including a returned Check Image.
- h. **Re-presentation of Returns.** In the event Bank, in its sole discretion, determines that it requires the original paper check for re-presentation in order to collect a returned Check Image, Company shall be responsible for providing to Bank the original paper check, or if the original paper check has been destroyed, for obtaining a replacement check.
- i. **Items or Images Received for Deposit.** Bank reserves the right to reject any deposit (as an Electronic Deposit or otherwise) for any reason. Bank will notify Company of the rejection of any deposit.
- j. **Retention and Destruction of Original Paper Checks.** Company agrees to prominently mark the item as "Electronically Presented" or "VOID" and to properly dispose of the item after fourteen (14) calendar days to ensure that it is not re-presented for payment. Company agrees never to re-present the item. Company will provide any retained item, or a sufficient copy of the front and back of the item, to Bank as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for Bank's audit purposes.
- k. **Representations and Warranties.** With respect to each Check Image or Electronic Deposit that Company transmits to Bank, Company is deemed to make any representation or warranty that would have applied had Company deposited the original paper check. In addition Company is deemed to make to Bank any representation or warranty that Bank makes, under applicable law, clearinghouse rule, Federal Reserve Operating Circular, bi-lateral agreement or otherwise, to any person (including without limitation a collecting Bank, a Federal Reserve Bank, a Receiving Depository Financial Institution, a paying bank, a returning bank, the Drawer, any endorser, or any other transferee) when Bank transfers, presents or originates the Electronic Deposit or Check Image, or a Substitute Check created from that Check Image. These representations and warranties include but are not limited to, that: (i) the transmissions contain accurate images of the front and back of the original checks; (ii) the transmissions contain all necessary endorsements up until the original checks are imaged; and (iii) no depository bank, Drawer, or endorser will be asked to make a payment based on an item that it has already paid.
- l. **Company's Responsibility.** With respect to each Check Image or Electronic Deposit that Company transmits to Bank, Company shall indemnify and hold Bank harmless from and against any and all claims, demands, damages, losses, liabilities, penalties and expenses (including, without limitation, reasonable attorney fees and court costs at trial or on appeal) arising directly or indirectly:
- i. From breach of a representation or warranty as set forth in section 12k above;
 - ii. As a result of any act or omission in the capturing, creation or transmission of the Check Image or Electronic Deposit, including without limitation the encoding of the MICR Data from the original paper check;
 - iii. From any duplicate, fraudulent or unauthorized check, Check Image or Substitute Check;
 - iv. For any loss caused by Bank's acceptance or creation of a Check Image instead of presentment of the original paper check; or,
 - v. From any other act or omission arising out of Bank's action or inaction taken pursuant to any request by Company or pursuant to the Agreement. This section 12l shall survive termination of the Agreement.
- m. **Rules Applicable to Collection of Checks.** Company acknowledge and agrees that a Check Image may, in the sole discretion of Bank, be collected through one or more check clearinghouses, one or more Federal Reserve Banks, or an agreement with another financial institution or image

share/exchange network. In such cases, the Check Image or Substitute Check is subject to the rules of that clearinghouse, Federal Reserve Bank, or image share/exchange network or financial institution agreement.

- n. **Security Procedures.** Company shall comply with all security procedures for Mobile Remote Deposit Capture that are established by Bank or set forth in any written user requirements communicated to Company. Company is solely responsible for (i) maintaining its own internal security procedures, (ii) safeguarding the security and confidentiality of Check Images, Check Image Metadata and other information that is either printed from, stored on, or downloaded to, the System, Remote Deposit Capture System, or other computer/data systems or portable media; and (iii) preventing errors or unauthorized access to the System or the Remote Deposit Capture System.

ZERO BALANCE ACCOUNT

1. **Description of Service.** This Service enables Company to consolidate its funds automatically each Business Day from designated Accounts ("Zero Balance Accounts") into a designated master Account ("Concentration Account"). When any item drawn on a ZBA is presented for payment, funds are automatically transferred from the Concentration Account to cover the total amount of the presentment. Deposits made to ZBAs are also automatically transferred to the Concentration Account(s).
2. **Authorizations.** Company authorizes Bank to transfer funds between ZBAs and Concentration Account(s) to maintain the designated target Collected Balance(s) as requested by Company through the System or otherwise in writing.
3. **Statements.** Company's monthly Account statements will show all transactions pursuant to this authorization. Bank has no further responsibility to notify Company of any transactions under this authorization.
4. **Sufficient Funds.** Bank shall not make any transfers pursuant to this authorization if sufficient funds are not available in the designated Account(s). Bank may assess its customary overdraft charges against any overdrawn account.
5. **Adjustments.** Bank may adjust the target Collected Balance(s) upon five (5) days written or oral notice to Company.

COMMERCIAL LOAN SWEEPS

1. **Description of Services.** This Service allows Company to maintain a designated target Collected Balance(s) ("Target Balance") in a designated Account through periodic draws on or payments to the Company's designated loan ("Note") with Bank.
2. **Authorizations.** Company authorizes Bank to transfer funds between the designated funding Account(s) and the Note to maintain the Target Balance as requested by Company through the System or otherwise in writing.
3. **Commercial Loan One-Way Sweeps.** Company agrees that whenever the checking Account balance falls below Company's designated Target Balance, Bank will automatically (i) advance an amount on the Note in designated increments and (ii) transfer to the designated checking Account to fund the checking Account balance to an amount equal to or greater than the Target Balance. All advances shall be subject to sufficient funds being available on the line of credit in order to fund the checking Account in the designated increments to an amount not less than the Target Balance. No partial advances will occur. No advances will be made after the maturity date of Company's Note.
4. **Commercial Loan Two-Way Sweeps.** Company agrees to maintain a designated Target Balance in its checking Account. The Target Balance may be adjusted upward or downward by Bank after giving Company five (5) days written or oral notice of said change. Company agrees that whenever its checking account Collected Balance falls below the Target Balance, Bank will automatically advance an amount on the Note in order to fund the checking Account Collected Balance to an amount equal to the Target Balance. All advances shall be subject to sufficient funds being available on the line of credit in order to fund the checking Account to an amount not less than the Target Balance. Partial advances funding the checking Account to a balance less than the Target Balance will not occur. No advances will be made after the maturity date of the Note. In addition to any terms and conditions of repayment, including any demand feature, which may be contained within the Note, Company agrees that whenever its checking Account Collected Balance exceeds the Target Balance, the amount over the Target Balance will be

automatically transferred from its checking Account and applied as a principal payment on the Note.

5. **Statements.** Company's monthly Account statements will show all transactions pursuant to this authorization. Bank has no further responsibility to notify Company of any transactions under this authorization.
6. **Overdrafts.** Bank is not obligated to honor any overdraft. If any overdraft is honored, Bank shall have the election to treat it as an additional advance on the Note, or an overdraft that is immediately due and payable in full. Bank may assess its customary overdraft charges against any overdrawn account.
7. **Default.** If Company is in default under the terms and conditions of the Note, or any other agreement with Bank, Bank may refuse to make further advances on the Note, including any advances pursuant to this authorization.
8. **Termination.** Either Bank or Company may immediately terminate this authorization by giving oral or written notice to the other party, but the termination shall not affect any liability on the Note or otherwise.
9. **Adjustments.** Bank may adjust the target Collected Balance(s) upon five (5) days written or oral notice to Company.
10. **Balance Recognition.** Under this authorization, funds are automatically withdrawn from your demand deposit Account and used to pay down your loan at Bank. Any funds in your deposit Account(s) are a deposit of Bank and will be insured by the FDIC to the extent of its deposit insurance limits. As to any swept funds, in the event of the failure of Bank, your reduced loan balance will be recognized by either the FDIC or a successor institution to Bank.

MONEY MARKET SAVINGS SWEEP

1. **Description of Services.** This Service allows Company to maintain a designated Target Balance in a designated Account through periodic draws on or payments to the Company's money market account with Bank.
2. **Authorizations.** Company authorizes Bank to transfer (i) designated checking Account funds in excess of the target Collected Balance(s) as requested by Company through the System or otherwise in writing to the designated money market savings account (ii) funds in the money market savings account to the designated checking Account to fund the checking Account balance up to the target Collected Balance if the Collected Balance in the checking Account falls below \$10,000.
3. **Statements.** Company's monthly Account statements will show all transactions pursuant to this authorization. Bank has no further responsibility to notify Company of any transactions under this authorization.
4. **Sufficient Funds.** Bank shall not make any transfers pursuant to this authorization if sufficient funds are not available in the designated Account(s).
5. **Limits.** Federal regulations limit pre-authorized withdrawals from a money market savings account to six per statement cycle. Therefore, Bank will only transfer funds in the money market savings account to the designated checking Account six (6) times each statement cycle. Bank will not make any further transfers until the beginning of the next statement cycle. Upon Bank's request, Company shall fund the target Collected Balance from a separate Company Account after the sixth transfer.
6. **Adjustments.** Bank may adjust the target Collected Balance(s) upon five (5) days written or oral notice to Company.
7. **Not FDIC Insured.** Under your money fund account agreement with Bank, funds are automatically swept to purchase and redeem shares of money market funds as ordered pursuant to terms of the agreement. Any funds in your deposit Account(s) are a deposit of the institution and will be insured by the FDIC to the extent of its deposit insurance limits. The funds that have been swept out of Bank into your money market mutual fund are not a deposit of the institution and are not FDIC insured. In the event of the failure of Bank, any funds that have been swept out of Bank into your money market mutual fund will not be swept back into Bank and will not be insured. Nor will such amounts be subject to claims by the FDIC as receiver to pay other depositors or creditors of Bank. Company agrees to prominently mark the item as "Electronically Presented" or "VOID" and to properly dispose of the item after fourteen (14) calendar days to ensure that it is not re-presented for payment. Company agrees never to re-present the item. Company will provide any retained item, or a sufficient copy of the front and back of the item, to Bank as requested to

aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for Bank's audit purposes.

- i. Company's name, Account Owner on Personal Account's name and Account number;
- ii. Describe the error or transfer in question and explain, as clearly as Company or Account Owner can, why Company or Account Owner on Personal Account believes it is an error or why Company or Account Owner on Personal Account needs more information; and,
- iii. The dollar amount of the suspected error and approximately when the error took place.

PERSONAL ACCOUNTS LINKED TO ONLINE BANKING

1. **Personal Accounts.** Company may request Bank to link access to Personal Accounts through Company's Online Banking Services in order to permit Company to view both Personal Accounts and Company Accounts in one location. Company acknowledges that the Personal Accounts will continue to be governed by applicable account agreements and related documentation. Additionally, Personal Accounts may receive additional protections under applicable laws that are not available to Company Accounts. Nothing in the Agreement shall be construed to expand the legal protections governing Personal Accounts to Company Accounts.

2. **Liability for Transactions Covered by Regulation E (Applicable to Personal Accounts only).** Company or Account Owner will tell Bank immediately if Company or Account Owner believes Login Credentials have been lost or stolen, or if Company or Account Owner believes an electronic fund transfer has been made without Company or Account Owner's permission on a Personal Account.

Contacting Bank by telephone is the best way of minimizing Company or Account Owner's potential losses. Company or Account Owner on Personal Account could lose all the money in Personal Account(s), plus maximum overdraft line of credit, if any.

Company and Account Owner of Personal Account also acknowledge:

- a. If Company or Account Owner tells Bank within two (2) Business Days after Company or Account Owner learns of the loss or the theft of its Login Credentials, Account Owner of Personal Account can lose no more than \$50.00, if someone uses Login Credentials without Company or Account Owner's permission.
 - b. If Company or Account Owner does not tell Bank within two (2) Business Days after Company or Account Owner learns of the loss or theft of Login Credentials and Bank can prove Bank could have prevented the unauthorized use of Login Credentials, if Company or Account Owner had told Bank earlier, Account Owner of Personal Account could lose as much as \$500.00.
 - c. Should Periodic Statement(s) for Personal Accounts show transfers that Company or Account Owner did not make, including those made through Online Banking or Mobile Services, or other means, Company or Account Owner will inform Bank immediately. If Company or Account Owner does not tell Bank within sixty (60) calendar days after the Periodic Statement for Personal Account was mailed, Account Owner may not get back any of the money lost after the sixty (60) calendar days if Bank can prove that Bank could have stopped someone from taking the money if Company or Account Owner of Personal Account had told Bank earlier. If a valid reason (such as a long trip or a hospital stay) kept Company or Account Owner of Personal Account from telling Bank, Bank may, at Bank's option, extend the time periods.
 - d. Company and Account Owner agree to assist Bank in Bank's efforts to recover any funds that were transferred or paid without Company or Account Owner's permission or consent.
3. **Unauthorized Transactions and Notice of Errors (Applicable to Personal Accounts Only).**
 - a. In case of errors or questions about transfers or transactions appearing on Company or Account Owner's Periodic Statement, Company or Account Owner should contact Bank. Bank's current contact information is listed on Bank's website, bell.bank.
 - b. Bank must be notified by Company or Account Owner of Personal Account no later than sixty (60) calendar days after Bank sent the first (1st) statement on which the problem or error appeared.
 - c. Company or Account Owner will need to provide Bank with the following:

4. **Contact in Event of Unauthorized Transfer from Personal Account.** If Company or Account Owner believes Login Credentials have been lost or stolen, Personal Account(s) have been accessed or someone has transferred money without Company or Account Owner's permission, Company or Account Owner must notify Bank immediately at: 866.221.1136.

Company or Account Owner agrees to notify Bank within a reasonable time not to exceed sixty (60) calendar days after Company or Account Owner receives a Periodic Statement of any discrepancy between Company or Account Owner's records and the information in the Periodic Statement. If Company or Account Owner fails to notify Bank of any such discrepancy within sixty (60) calendar days after receipt of such Periodic Statement, Company and Account Owner shall be precluded from asserting any claim against Bank arising from such discrepancy.

5. **Authorization.** For Personal Accounts linked to Online Banking, Bank shall be entitled to rely on any verbal or written notice or instructions believed by it in good faith is being given by any Account Owner on Personal Account.
6. **Paperless Statements.** Personal Accounts linked to Online Banking will not be automatically enrolled in Paperless Statements. A System Manager or a System User must opt-in to Paperless Statements through Business Online Banking, or an Account Owner on Personal Account through a separate System specifically used to provide Services for Personal Online Banking.

MORTGAGE ACCOUNTS LINKED TO ONLINE BANKING

1. **Mortgage Accounts.** Company may request Bank to link access to Mortgage Accounts through Company's Online Banking Services in order to permit Company to view both Mortgage Accounts and Company Accounts in one location. Company acknowledges that the Mortgage Accounts will continue to be governed by applicable account agreements and related documentation. Additionally, Mortgage Accounts may receive additional protections under applicable laws that are not available to Company Accounts. Nothing in the Agreement shall be construed to expand the legal protections governing Mortgage Accounts to Company Accounts.
2. **Address Changes.** Company agrees to promptly notify Bank, orally or in writing, of any address change that impacts Mortgages or Company's use of any features. Mortgages may be updated through Online Banking.
3. **Paperless Statements.** Copies of Company's Periodic Statements are available through Online Banking. Company may choose to discontinue receiving paper statements through U.S. Mail upon request at any time by updating Account Owner's settings through Online Banking. If Company has chosen to discontinue receiving paper statements, Company can revoke previous request at any time with no fee, by logging into Online Banking for Mortgages or by notifying Bank.
4. **Payment Scheduling.** It is Company's responsibility to establish payments in such a manner that Account Owner's bills will be paid on time, and Company is responsible for any late payment or finance charges that may be imposed as a result of Company's failure to transmit Payment Instructions in accordance with this Agreement.
5. **Payment Cancellation Requests.** Company may cancel or edit any Scheduled Payments (including recurring payments) by following the directions within the System. There is no charge for canceling or editing a Scheduled Payment. Bank's ability to cancel a payment will depend on the way the payment was initiated and whether the payment has begun processing. Company may cancel scheduled payments, but once a payment has been processed, it cannot be cancelled, edited, or stopped.

DEFINITIONS

For purposes of this Agreement, the following terms shall have the definitions assigned to them. Words used in this Agreement in the singular, where the context so permits, shall be deemed to include the plural and vice versa.

"Account Regulations" shall mean the provisions of any commercial deposit Account agreement, as amended from time to time, the Agreement and any and all schedules and addendums to the Agreement, which (i) have been issued by Bank and (ii) relates to the Accounts. The terms of the Account Regulations are made a part of the Agreement and are hereby incorporated by reference. If any term of the Account Regulations is inconsistent with any term of the Agreement, the terms of the Agreement shall control.

"Account" shall mean any account (including checking, money market, savings, or loan) maintained by Company with Bank.

"Account Owner" shall mean a natural person who, during their lifetime, (i) (a) maintains a fifty-one percent (51%) or greater equity interest in Company or (b) is provided by Company resolution the authority to act on behalf of Company as it relates to Services offered by Bank and (ii) maintains access to a Personal Account and the ownership of funds in the Personal Account.

"ACH Account" shall mean the deposit Account Company designates to be debited or credited in order to offset the debit and credit Entries Company originates.

"ACH Addenda" shall mean a record or records that contain supplemental data related to an ACH Entry.

"ACH Credit Entry Exception" shall mean an ACH order or request for the deposit of money to the Authorized Account included in any Rules created by Company.

"ACH Debit Entry Exception" shall mean an ACH order or request for the withdrawal of money from the Authorized Account included in any Rules created by Company.

"ACH Exception" shall mean either an ACH Credit Entry Exception or ACH Debit Entry Exception.

"ACH Operator" shall mean the central clearing facility operated by a Federal Reserve Bank or a private organization on behalf of the Depository Financial Institutions (DFI), to or from which a participating DFI transmits or receives ACH Entries.

"ACH" shall mean Automated Clearing House.

"Agreement" shall mean this Treasury Management Master Services Agreement together with the Acceptance of Treasury Management Services and any Schedules or addendum thereto, and other related documents provided to Company by Bank.

"Alerts" shall mean the notification of Account information or events delivered via email, SMS, or telephone.

"Alternative Channel" shall mean by Secure File Transfer Protocol (SFTP) as a replacement for Bank's System with Login Credentials.

"Alternative Method" shall mean submitting Online Wire Transfer payment instructions to Bank via a process or processes described in the Agreement, or in Bank's current Online Wire Transfer Operating Procedures, or Service Documentation.

"App" shall mean application.

"Authorized Account" shall mean the Account(s) of Company identified in writing, to which the Services rendered by Bank will apply.

"Authorized Representative" shall mean an officer, member, and partner or authorized representative of Company.

"Auto-Load Issued Check File" shall mean an Issued Check File that Company delivers to Bank through Alternative Channel. The file contains records describing checks drawn by Company on one or more Authorized Accounts with either Check Positive Pay or Payee Match Positive Pay.

"Automated ACH File Delivery" shall mean the use by Company of Alternative Channel to deliver to Bank electronic file(s) originated by Company that contain debit and credit Entries to be applied to Receiver Account(s) maintained at Bank, or other financial institutions by means of the ACH Network, according to the terms of the Agreement.

"Automated Delivery of NOCs>Returns" shall mean electronic file(s) that Bank delivers to Company through Alternative Channel that contain directives on return Entries and/or NOCs.

"Automated File Movement" shall mean the process of sending or receiving one or more pre-defined electronic file(s) through Alternative Channel as follows: (i) Auto-Load Issued Check File; (ii) Automated ACH File Delivery; (iii) Automated Delivery of NOCs>Returns; and/or (iv) Batch Extract File.

"Available Funds" shall mean funds on deposit in an Authorized Account and available for withdrawal pursuant to Regulation CC and Bank's applicable funds availability schedule and policies.

"Bank" shall mean Bell Bank.

"Banking Day" shall mean any day on which Bank is open to the public during any part of such day for carrying on substantially all of its banking functions, and with reference to an ACH Operator, any day on which the appropriated facility of such ACH Operator is being operated. Banking Days vary from Business Days for purposes of ACH processing.

"Batch Extract File" shall mean a file containing transactions for Authorized Account(s) covering a prior period that Bank delivers to Company through Alternative Channel.

"Bell Bank Mobile App", or **"Mobile App"** shall mean the downloadable App for a Mobile Device.

"Beneficiary" shall mean shall mean a natural person or an organization that Company has designated to receive a Wire Transfer.

"Billing Account" shall mean the checking account from which all Service fees will be automatically debited.

"BIN" shall mean a Lockbox number or bank identification number assigned to the Lockbox.

"Business Day" shall mean Monday through Friday, excluding Federal holidays. To determine Federal Reserve holidays go to <http://www.federalreserve.gov/aboutthefed/k8.htm>.

"Charges" shall mean credit card payments.

"Check Image Metadata" is information about the Check Image, as well as pointers to the actual image data (also known as image tags).

"Check Image" is an electronic image of an original paper check created by Company, Bank or another bank or depository institution in the check collection system.

"Check Positive Pay" shall mean an optional Service available with Online Banking whereas prior to issuing any checks on an Authorized Account, Company shall submit an Issued Check File to Bank by the established deadline. The Issued Check File shall accurately state the complete check number, exact amount, the date, and the payee name (which must match exactly to what appears on the check) for every check issued on each Authorized Account since the last Issued Check File was submitted.

"Check" shall mean checks, drafts and money orders.

"Collected Balance" shall mean the current balance in the Account less the amount of check deposits that Bank is in the process of collecting.

"Company Rules" shall mean, collectively, the rules and policies of Company created to mitigate the risk of fraud, as the same may be amended, modified, updated, or otherwise changed from time to time.

"Company" shall mean Company executing the Agreement and any Entities identified in the Agreement.

"Consumer" shall mean a natural person who (i) with respect to a check handled for forward collection draws the check on a consumer Account; or (ii) with respect to a check handled for return, deposits the check into or cashes the check against a consumer Account.

"Credential ID" shall mean a unique identifier VIP Access App provisions for a particular Mobile Device or hardware token that can be associated with Individual's Online Banking.

"Credit Entry" shall mean an ACH order or request for the deposit of money to the Authorized Account of a Receiver.

"Debit Entry" shall mean an ACH order or request for the withdrawal of money from the Authorized Account of a Receiver.

"Designated Service Provider" shall mean a third party where Bank has an agreement in place to offer a specific Service or standard function via a Third Party Site.

"Due Date" shall mean the date reflected on Company's Payee statement for which the payment is due; it is not the late date or grace period.

"Drawer" shall mean the person who signed a Check.

"EDI" shall mean Electronic Data Interchange.

"EFTA" shall mean the Electronic Fund Transfer Act codified to 15 U.S.C. 1601.

"Effective Entry Date" shall mean the date included in any Entry as the date upon or after which such Entry is to be effective.

"Electronic Deposit" is electronic information (including Check Images, Check Image Metadata, MICR Data, or dollar amount information), obtained from capturing information from an original paper check, that is transmitted to Bank for deposit, processing and collection.

"Eligible Items" shall mean all valid items drawn on financial institutions located within the United States of America. Items drawn on foreign banks and items known to be forged or altered are not eligible. Eligible Items include consumer checks, corporate checks, government checks, money orders, travelers' checks, and cashier's checks. The name of the payee on each check must only be that of the customer, and the checks may not include any additional payee(s) nor may the checks be endorsed by a third party. Non-eligible Items are checks drawn on foreign banks and checks known to be forged or altered.

"Entities" shall mean companies related to Company by common ownership or control.

"Entry" or **"Entries"** has the meaning given in the Rules, except that it shall also include an On-Us Entry.

"Exception Check" shall mean a Presented Check that does not match a check number and/or amount of a check included in an Issued Check File.

"Exception List" shall mean a list of exception item(s) provided by Bank to Company via the System. When the exception item is a check and an image is available, the image will be provided.

"Exposure Limit" shall mean a limit representing the maximum aggregate dollar amount of Entries that may be initiated by Company each day.

"File" shall mean a groups of Entries associated with a given transmittal register and the control totals set forth therein.

"IAT" shall mean International ACH Transactions.

"Individual" shall mean any System Manager or System User who has been provided access to any Services or standard functions.

"Issued Check File" shall mean record describing checks drawn by Company on an Authorized Account, provided by Company to Bank.

"Items" shall mean checks, money orders, travelers' checks, and cashier's checks scanned for Remote Deposit into Company's Account.

"Lockbox Account" shall mean the Account designated by Company to receive processed and prepared Checks.

"Lockbox" shall mean the designated lockbox at a U.S. Postal facility.

"Login Credentials" shall mean any combination of information used to gain access to the System. This includes but is not limited to: usernames, access IDs, passwords, biometrics, Secure Access Codes, Credential IDs, and token personal identification number generators provided by Bank or established by System Manager or System User through the System.

"Merchant Processor" shall mean a merchant processor with which Company has entered into a credit card authorization agreement and that is acceptable to Bank.

"MICR Data" shall mean information from the Magnetic Ink Character Recognition stylized printing on the bottom of checks comprising of routing, transit, account and check serial numbers.

"MICR" shall mean the bottom line printed on all checks using a special font called Magnetic Ink Character Recognition.

"Mobile Banking Service" shall mean Text Banking, Bell Bank Mobile App, Mobile App, or Mobile Browser Banking, if available.

"Mobile Browser Banking" shall mean the access to Online Banking using a mobile browser.

"Mobile Device" shall mean a small, handheld computing device usually outfitted with a display screen and input method (either touchscreen or miniature keyboard). Many portable Mobile Devices have operating systems that can run Apps.

"Mobile Remote Deposit Capture" or **"Mobile Check Deposit"** is the remote deposit capture service governed by the Agreement that allows Company to receive a check and deposit it electronically at Bank.

"Mortgages" shall mean a Personal Account loan with a pledge of real property as security for a debt, also known as a deed of trust.

"NOC" shall mean a Notification of Change.

"OCR" shall mean Optical Character Recognition.

"OFAC" shall mean Office of Foreign Asset Control.

"Online Banking" shall mean Bank's Online Banking System that permits Company to view Account information, perform certain other functions and enroll in the Services.

"Online Wire Transfer" shall mean the transferring of funds from Company's Wire Account to a Payee via Online Banking.

"On-Us Entry" shall mean a debit or credit Entry to Receiver's Account maintained at Bank.

"One Time Password" and **"OTP"** shall mean a unique 6-digit security code generated every 30 seconds through VIP Access App or hardware token meant to type in Online Banking to authenticate identity.

"Originator" shall mean an organization or person that initiates an ACH transaction to an Account or Receiver Account either as a debit or credit.

"Paperless Statements" shall mean Periodic Statements which are available only electronically.

"Pay Request" shall mean the instructions of Company to Bank ordering Bank to pay an Exception Check or ACH Exception.

"Payee Account" shall mean the Account Company's Payment Instructions indicate to credit.

"Payee" shall mean the person, business or other entity to which Company intends to send a payment through the Service and for which Company accurately provides and maintains the appropriate or required information such as name, bill remittance / payment delivery address, phone number, Payee Account number, and Payee name, or, entity from which Company receives electronic bills, as the case may be

"Payee List" shall mean Company's list of Payees maintained within the Service and from which Company may select to provide Payment Instructions.

"Payee Match" shall mean an adapted Check Positive Pay process that additionally validates the payee name on the check image against the payee name Company records in the Issued Check File.

"Payee Match Positive Pay" shall mean an optional Service available with Online Banking that is an adaptation of Check Positive Pay whereas the payee name on the check image is validated against the payee name Company records in the Issued Check File.

"Payment Account" shall mean an Account or Personal Account (checking only) from which Bank may debit or otherwise collect the funds necessary to remit the Scheduled Payment to the corresponding Payee, per Company's instructions..

"Payment Instructions" shall mean the information provided by Company to the Services for a bill payment to be made to the Payee (such as, but not limited to, Payee name, Payee Account number, and Scheduled Payment Date).

"Payment Processing Date" shall mean date in which Bank or Designated Service Provider process Payment Instructions such that Payees receive bill payments on the Scheduled Payment Date chosen by Company through the Service.

"Periodic Statements" shall mean any statement produced at a designated interval. Periodic Statements may be daily, weekly, monthly, quarterly, or semi-annual.

"Personal Account" shall mean an Account owned by an Account Owner that (i) is not used primarily for business or agricultural purposes and (ii) is linked to the Online Banking Services at the request of Company and Account Owner.

"Post-dated Check" shall mean a paper check that is made payable at some point in the future.

"Presented Check" shall mean a check drawn on an Authorized Account and presented to Bank for payment through the check collection system or directly with Bank as 'over-the-counter' items.

"RDFI" shall mean Receiving Depository Financial Institution.

"Receiver Account" shall mean the Account at the RDFI where an Originator has designated a debit or credit Entry to be applied.

"Receiver" shall mean a natural person or an organization that has authorized an Originator to initiate an ACH Entry to Receiver Account with the RDFI. A Receiver can be either a company or a consumer depending on the type of transaction.

"Recurring Payment" shall mean a Scheduled Payment that results in a series of bill payments delivered to the Payee per Payment Instructions.

"Regulation CC" shall mean the Federal Reserve Board's Regulation CC, Availability of funds and Collection of Checks.

"Regulation E" shall mean the Federal Reserve Board's Regulation E, Electronic Funds Transfer.

"Remittance Address" shall mean the mailing address for the Lockbox number or BIN.

"Remote Deposit Capture System" is Bank's computer systems and databases that Company may access in order to use Mobile Remote Deposit Capture.

"Report of Possible Rules Violation" shall mean as defined in the Rules.

"Return Request" shall mean the instructions of Company to Bank ordering Bank not to pay an Exception Check or ACH Exception.

"Rules" shall mean the rules of the National Automated Clearing House Association and Appendices to the rules of the National Automated Clearing House, as amended from time to time. Company can access the current Rules, as well as revisions to the Rules, through the website www.nachaoperatingrulesonline.org. Company can create a new account as a basic user for free access through this website. When asked for Company's "Affiliation," Company should choose "Upper Midwest ACH Association (UMACHA)" as the Payment Association.

"Rush Payment" shall mean a Scheduled Payment guaranteed to be delivered to Payee within one to two Business Days.

"Schedule" shall mean a written schedule to the Agreement which, together with the Agreement and other Service Documentation, governs the parties' rights and obligations with respect to the Services. Each Schedule is made a part of the Agreement.

"Scheduled Payment Date" shall mean the day Company wants the Payee to receive the bill payment, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

"Scheduled Payment" shall mean the Payment Instructions Company establishes within the Service that has been scheduled through the Service in order to properly direct funds from the Payment Account to the Payee Account but which has not begun processing.

"Secure Access Code" shall mean a code that is auto-generated at Individual's request and delivered to a registered email address or phone number. Once the code is retrieved from the registered contact point, the Individual must enter the code in order to be granted access to Accounts online.

"Secure Email", "Secure Mail", and "Secure Electronic Mail" shall mean a feature outside of Online Banking which allows individuals to communicate with Bank through email, where the contents of the message stay secure within Bank's server and the sender is authenticated separately.

"Secure Message" shall mean a feature which allows an Individual to communicate with Bank by typing a message and uploading attachments via Online Banking, which authenticates Individual through requiring Login Credentials to be input correctly prior to use.

"Security Devices" shall mean a code, password, personal identification number, user identification technology, biometric logon or authentication methods, token, certificate, or other element, means, or method of authentication or identification used in connection with a security procedure.

"Security-related Items" shall mean information, including but not limited to, security procedures, processing instructions, Login Credentials, security tokens, security codes, Systems, equipment, and other software and hardware that interfaces with, connects to, or allows access to Bank, its information, Online Banking, Systems and equipment.

"Service" shall mean the treasury management services offered by Bank and selected by Company in the Agreement, excluding Mobile Services and any other standard functions provided by Online Banking.

"Service Documentation" shall mean all documentation governing the Services and System, including, without limitation, the Treasury Management Master Services Agreement, the Request and Acceptance of Treasury Management Services, the fee schedule or any other fee proposal provided in writing, any previously executed Schedules, other Schedules, account agreements, loan agreements, procedures and specification sheets for the Services and payee match implementation requirements if Company implements payee match Positive Pay.

"Settlement Account" shall mean the Account to be credited for Charges or debited by Company's Merchant Processor under the terms of Company's merchant services agreement. In order for Bank to perform Merchant Processing on behalf of Company, Company must establish a Settlement Account with PayTrace/FIS.

"SFTP" shall mean Secure File Transfer Protocol.

"Short Code" shall mean a sequence of numbers to identify the sender of a Text Banking message or Short Message Service ("SMS") alert received on a mobile phone or mobile device.

"Standard Entry Class Code" shall mean a three-character code that identifies the type of an Entry.

"Substitute Check" shall mean a paper reproduction of an original check that meets the definition of a "substitute check" in Regulation CC and which substitutes for the original check for all persons and all purposes, including any provision of federal or state law if the substitute check (i) accurately represents all the information on the front and back of the original check as of the time the original check was truncated, and (ii) bears the legend, "This is a legal copy of Company's check. Company can use it in the same way Company would use the original check."

"System" shall mean Bank's electronic or other physical requirements allowing Company to utilize each individual Service.

"System Configuration" shall mean each instance of System(s) used by Company.

"System Maintenance" shall mean periods of time where one or more of Bank's Systems has routine or scheduled updates performed.

"System Manager" shall mean a person or persons designated by Company as a System Manager in the Agreement. Person(s) assigned as System Manager(s) shall be assigned Login Credentials and have full administrative rights and capabilities for establishing System Users, granting access, establishing limits and controls, and performing transactions on behalf of Company, depending on the chosen Services.

"System User" shall mean a person granted access to the Services and Accounts by a System Manager or Bank at the request of a System Manager. Person(s) assigned as System User(s) shall be assigned Login Credentials.

"Text Banking" shall mean a stand-alone feature in which commands are sent to a Short Code and a response is received.

"Third Party Aggregation Service" shall mean any software solution offered outside of Bank's Services or Designated Service Providers that consolidates Account information for viewing in one location.

"Third Party Site" shall mean any site Bank owns and controls, or site where Bank has an agreement with a Designated Service Provider in order to offer specific Service.

"U.C.C." shall mean the North Dakota Uniform Commercial Code.

"USD" shall mean U.S. Dollars.

"User Information" shall mean names, domain names, addresses, Login Credentials, telephone and device numbers, the content of messages, data files, and other data and information provided by Company, other sources in connection with the Services, or software.

"VIP Access App" shall mean the downloadable App for Mobile Devices and desktop computers which helps protect your online accounts and transactions by using a strong authentication process.

"We", "we", "Our", "our," "Ours", "ours", "Us", and "us" shall mean Bell Bank.

"Wire Account" shall mean the deposit Account Company designates to be debited to send a Wire Transfer.

"You", "you", "Your", "your", "Yours", and "yours" shall mean the Company enrolled in any Service(s) as set forth under the Agreement including anyone the Company authorizes or who accesses the Account and uses any Service(s) as set forth in this Agreement.